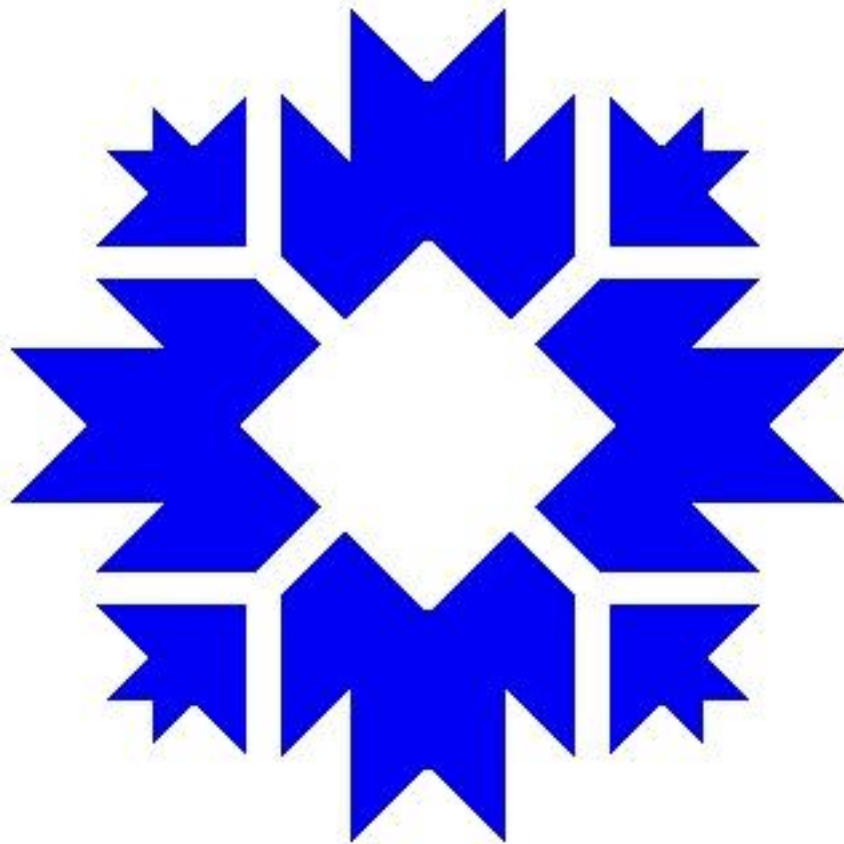


Board of Public Works Meeting

January 24, 2017



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, January 24, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes-January 10, 2017
2. Resolution 2017-04: Allow Mobile Vendor to Operate in Public Right of Way (Debah Nawab-Kebab on Wheels, LLC)
3. Resolution 2017-06: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (Mehdi Saberi-Kabab Gyro on Wheels)
4. Resolution 2017-07: Use of Public Street for Curry Automobile Show (Saturday, 6/10)
5. Approval of Payroll Register

IV. NEW BUSINESS

1. Approve Interlocal Cooperative Agreement between the INDOT and the City of Bloomington for W 17th Street Reconstruction Project
2. Approve Consultant Service Contract with AZTEC Engineering Group, Inc. for the W. 17th Street Reconstruction Project
3. Approve Bloomington/Monroe County Metropolitan Planning Organization Service Agreement to Utilize Unified Planning Work Program Funding for 2017-2018
4. Approve Amendment to Contract with Solar Energy Solutions, LLC for BPD Solar Installation Project
5. Approve Outdoor Lighting Service Agreement with Duke Energy for 10th & 45/46 Bypass, 8th & Fountain
6. Approve Board of Public Works Appointment to the Plan Commission

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.

The Board of Public Works meeting was held on Tuesday, January 10, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

**REGULAR MEETING
OF THE BOARD OF
PUBLIC WORKS**

Present: Kyla Cox Deckard
Kelly Boatman – arrived at 5:39 p.m.
Dana Palazzo

ROLL CALL

City Staff: Sean Starowitz – Economic and Sustainable
Development
Matt Smethurst – Planning and Transportation
Neil Kopper – Planning and Transportation
Rick Dietz – Information and Technology
Services
Jackie Moore – City Legal
Adam Wason – Public Works
Chris Smith- Public Works
Valerie Hosea – Public Works

Palazzo made a motion to elect officers for 2017 : Kyla Cox Deckard as President, Kelly Boatman as Vice-President, and Dana Palazzo as Secretary of the Board of Public Works. Cox Deckard seconded the motion. The motion passed. Officers of the Board of Public Works for 2017 as nominated and voted for are Cox Deckard, President; Boatman, Vice President; and Palazzo, Secretary.

**ELECTION OF
OFFICERS**

Cox Deckard wished everyone a Happy New Year. She announced that staff and the Board are making efforts to be more sustainable by using electronic packets.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes-December 13, 2016
2. Resolution 2017-01: Use of Public Streets for Middle Way House “Love Songs for a Lasting World” (Monday, 2/13)
3. Resolution 2017-02: Use of Public Streets and Metered Spaces for Arts Fair on the Square (Saturday, 6/17)

CONSENT AGENDA

4. Request for Noise Permit for Rally for Life on the Courthouse Lawn (Sunday, 1/22)
5. Approval of Payroll Register for 1/6/2017 in the amount of \$377,830.88

Palazzo made a motion to approve the items on the Consent Agenda. Cox Deckard seconded. The motion passed. Consent Agenda approved.

NEW BUSINESS

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2017-03: Use of Public Streets for IU Little 500 5K Run (Sunday, 4/2). See meeting packet for further details.

Resolution 2017-03: Use of Public Streets for IU Little 500 5K Run (Sunday, 4/2)

Nicole Moran, IU Steering Committee, explained the event takes place on the IU campus. It is open to the public. The only actual street closure will be at the start for the runners to line up.

Palazzo made a motion to approve Resolution 2017-03: Use of Public Streets for IU Little 500 5K Run (Sunday, 4/2). Boatman seconded. The motion passed. Resolution 201-03 approved.

Matt Smethurst, with Planning and Transportation, presented the Change Order #1 for W. 17th Sidewalk Improvements Project. See meeting packet for further details.

Approve Change Order #1 for W. 17th Sidewalk Improvements Project

Palazzo asked why the sanitary sewer needed to be replaced.

Smethurst explained City of Bloomington Utilities made the decision based on issues with the waterline.

Boatman asked why the work is needed.

Both addresses' sidewalks had to be regraded. Staff decided additional work was necessary after seeing the existing conditions.

Cox Deckard expressed appreciation for the staff for alerting the Board of the delay in advance.

Boatman made a motion to approve the Change Order #1 for W. 17th Sidewalk Improvements Project. Palazzo seconded. The motion passed. Change Order approved.

Neil Kopper, with Planning and Transportation, presented the INDOT/LPA Coordination Project Contract for 2nd and Bloomfield Multimodal Safety Improvements. See meeting packet for further details.

**Approve INDOT/LPA
Coordination Project
Contract for 2nd and
Bloomfield Multimodal
Safety Improvements**

Boatman asked when construction will begin.

Kopper said it is slated for 2019.

Palazzo made a motion to approve the INDOT/LPA Coordination Project Contract for 2nd and Bloomfield Multimodal Safety Improvements. Boatman seconded. The motion passed. Contract approved.

Rick Dietz, with Information and Technology Services, presented the 2017 PEG Channel Programming Agreement with Monroe County Public Library. See meeting packet for further details.

**Approve 2017 PEG
Channel Programming
Agreement with Monroe
County Public Library**

Boatman asked how many PEG channels there are.

Dietz explained there are five channels with CATS programs, and one channel with WTIU programs.

Cox Deckard explained the footage that is archived from these channels provide record keeping and allow the public to engage with government operations.

Boatman commented that the retention of archived files is indefinite.

Discussion about the various CATS functions and services ensued.

Boatman asked how many meeting hours CATS covers.

Martin O'Neil, with CATS, estimated 400 meetings in 2016, with more to come in 2017.

Cox Deckard appreciated CATS efforts to record the Board meetings and the many others.

Boatman made a motion to approve the 2017 PEG Channel Programming Agreement with Monroe County Public Library. Palazzo seconded. The motion passed. Contract approved.

Boatman made a motion to approve the 2017 CATS Funding Agreement with Monroe County Public Library. Palazzo seconded. The motion passed. Contract approved.

**Approve 2017 CATS
Funding Agreement with
Monroe County Public
Library**

Dietz presented the 2017 BDU Agreement with Monroe County School Corporation. See meeting packet for further details.

**Approve 2017 BDU
Agreement with Monroe
County School
Corporation**

Boatman asked about the difference between dark and light cables.

Dietz explained the core of network are fiber optic cables that transmit photons. The equipment at the end of the fiber, is “dark” before it is lit and passes data. Once it is passing data, it is “light”.

Boatman asked how long this has been occurring.

Dietz explained these agreements started more than 10 years ago. Prior to that, there were no formal arrangements. There has never been a charge for the access.

Palazzo made a motion to the 2017 BDU Agreement with Monroe County School Corporation. Boatman seconded. The motion passed. Contract approved.

Palazzo made a motion to approve the Approve 2017 BDU Agreement with Indiana University Health. Boatman seconded. The motion passed. Contract approved.

**Approve 2017 BDU
Agreement with Indiana
University Health**

Palazzo made a motion to approve the 2017 BDU Agreement with Monroe County Public Library. Boatman seconded. The motion passed. Contract approved.

**Approve 2017 BDU
Agreement with Monroe
County Public Library**

Palazzo made a motion to approve the 2017 BDU Agreement with Monroe County. Boatman seconded. The motion passed. Contract approved.

**Approve 2017 BDU
Agreement with Monroe
County**

Dietz presented Appointments to the Bloomington Digital Underground Advisory Committee (BDUAC). See meeting packet for further details.

**Confirm Appointments
to the Bloomington
Digital Underground
Advisory Committee**

Boatman asked how long the committee terms last.

Dietz estimated two years.

Cox Deckard thanked Mike Trotzke and Chris Robb for volunteering their time to serve on the BDUAC.

Boatman made a motion to confirm the Appointments of Mike Trotzke and Chris Robb to the Bloomington Digital Underground Advisory Committee.

Palazzo seconded. The motion passed. Appointments approved.

Wason presented the Agreement with HFI for 4th St Skywalk Replacement Repair Project. See meeting packet for further details.

**Approve Agreement with
HFI for 4th St Skywalk
Replacement Repair
Project**

Boatman asked if the current unit is working.

Wason explained it has been down for at least 30 days. This unit has not been replaced recently.

Palazzo made a motion to approve the Agreement with HFI for 4th St Skywalk Replacement Repair Project. Boatman seconded. The motion passed. Contract approved.

Christina Smith, with Public Works, presented Resolution 2017-05: 2017 Agreement with South Central Community Action Program for Trash Stickers. See meeting packet for further details.

**Resolution 2017-05: 2017
Agreement with South
Central Community
Action Program for
Trash Stickers**

Wason explained once the new Sanitation services have begun, staff will look to implement a program that will assist low-income residents.

Boatman asked if this amount has increased over time.

Smith said it has not. It has decreased each year. In the event more stickers are needed, staff will amend the agreement. This agreement is for trash stickers, and not yard waste stickers.

Boatman made a motion to approve Resolution 2017-05: Resolution 2017-05: 2017 Agreement with South Central Community Action Program for Trash Stickers. Palazzo seconded. The motion passed. Resolution 2017-05 approved.

Wason made the following announcements:

STAFF REPORTS & OTHER BUSINESS

- Outdoor Seating Permits approved by Engineering staff for Darn Good Soup (107 N. College Ave) and Hyatt Place (217 W. Kirkwood Ave).
- In 2016 the Board gave staff approval to authorize certain Right of Way Encroachments. Staff has given approval for properties at 419 N. Walnut St. and 115 N. Washington St.
- At the next meeting, staff will request an appointment recommendation from the Board for the Planning Commission.
- Sanitation Modernization Advisory Committee has met on three occasions, and plans to meet next week to further discuss the project. There will be two public meetings to discuss the project.
- There is an Animal Food Pantry that provides food for low-income pet owners. There are also resources available for low-income pet owners in need of veterinarian services for the pet. The Animal Shelter keeps a wish list of items it needs for the animals.
- Thanked staff for their work with the recent snow event.

Boatman asked about the Solarize Bloomington public meetings.

Cox Deckard noted the meetings are scheduled for January 17, 2017, at 7 p.m., and January 30, 2017, at 5 p.m. Both meeting will be held at City Hall.

Wason commented this program is open to city residents and those just outside of city limits.

Wason addressed several claims, including: Showers Bond payment, Golf Course bond payment, NYHART Health Savings Accounts, dental, wellness reimbursements, Tax Revenue Bonds, Traffic Signal Retiming Projects, and Bloomington Municipal Facilities claims.

APPROVAL OF CLAIMS

Palazzo moved to approve the Claims Register
12/28/2016-1/13/2017 in the revised amount of
\$2,819,574.06; Boatman seconded the motion. The motion
passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at
6:26 p. m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Debah Nawab – Kebab on Wheels, LLC

Staff Representative: Jason Carnes

Meeting Date: January 24, 2017

Debah Nawab, owner of Kebab on Wheels, LLC has applied for a Mobile Vendor License to operate a food truck. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck selling sandwiches, gyros and beverages.

This application is for 1 year.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-04**

**Mobile Vendor in Public Right of Way
Debah Nawab, dba Kebab on Wheels, LLC**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Debah Nawab, dba Kebab on Wheels, LLC (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking is provided by the Board of Public Works via resolution; and

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and the vehicle that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor will produce a spark, flame, or fire, and therefore, Vendor is required to obtain a temporary vender permit from the City of Bloomington Fire Department, which Vendor has obtained; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on January 25, 2017, and ending on January 24, 2018.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more

RESOLUTION 2017-04

than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS 24th DAY OF January, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-04 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Debah Nawab, Kebab on Wheels, LLC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3418

1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Mustafa Nawab Debah Nawab	
Title/Position:	owner	
Date of Birth:	12/10/93	
Address:	4748 E Donington Dr	
City, State, Zip:	Bloomington, IN 47401	
E-Mail Address:	dnawab13@yahoo.com	
Phone Number:	812-2721131	Mobile Phone:

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:		Mobile Phone:

4. Company Information

Name of Employer:	Turkuaz Cafe. Kabab on wheels		
Address of Employer:	301 E. 3 rd street		
City, State, Zip:	Bloomington, IN 47401		
Employment Start Date:	2007	End Date (If known):	2015
Phone Number:	812-333-7908		
Website / Email:			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Shafiq Nawab	4748 E. Donnington Dr

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	11/30/16
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Food and Sandwiches. Grill, oven, toaster, gyro, - - -	
Planned hours of operation:	Mostly nighttime & some daytime -
Place or places where you will conduct business (If private property, attach written permission from property owner):	Bloomington area and other states.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

8. You are required to secure, attach, and submit the following:

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms.

The undersigned signs this release voluntarily and with full knowledge of its significance.

Debah Nawab, Rikab on wheels
Name, Printed

Debah Nawab
Signature

1/5/2017
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following:
Commercial General; Commercial Arterial; Commercial Downtown; Industrial General;
Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or
landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible
routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the
street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the
line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Debari Swap, Kebab on wheels

Signature: Debari Swap

Date: 1/5/17

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: _____

Signature: _____

Date: _____

Deliah Nawab, Kebab on wheels
Deliah Nawab
1/5/17

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

KABOB ON WHEELS.
4748 E. DONNINGTON DR.
BLOOMINGTON, IN 47401

*Copy
only*

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued JAN 11 2017
By Thomas W. Shugart

2017

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

City of Bloomington

P.O. Box 100
Bloomington, IN 47402

Permit Certificate

Date: 01/11/2017

Business Name: Kebab on Wheels

Address: 4748 E DONINGTON DR
Bloomington, IN 47402

Phone: CELL 812-272-1131

The following permit has been issued:

Permit No. 000072

Type: FOOD Temporary Vender/Cooking

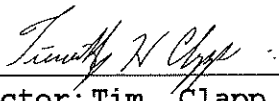
Issued Date: 01/11/2017

Effective Date: 01/11/2017

Expiration Date: 01/11/2018

Notes: All city ordinances and state rules and regulations shall be followed. This permit will need to be renewed annually.

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington for more information.



Inspector: Tim Clapp **Date** 1/11/2017

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps Tire
INSPECTOR'S NAME Roscoe L Knight INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 1-6-17
TAXICAB COMPANY Kabob On Wheels
VEHICLE YEAR 08 MAKE Ford MODEL Food Truck
VIN 1FCKE39L28DB07273

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

1. What is the main purpose of the study?
 The main purpose of the study is to investigate the effect of the independent variable on the dependent variable.

2. What are the independent and dependent variables?
 The independent variable is the variable that is manipulated or controlled by the researcher. The dependent variable is the variable that is measured or observed.

3. What is the research hypothesis?
 The research hypothesis is a statement that predicts the outcome of the study.

4. What are the research methods?
 The research methods are the procedures used to collect and analyze data.

5. What are the results of the study?
 The results of the study are the findings that are derived from the data analysis.

6. What are the conclusions of the study?
 The conclusions of the study are the final statements that summarize the findings and their implications.

F. J. King

1-6-17

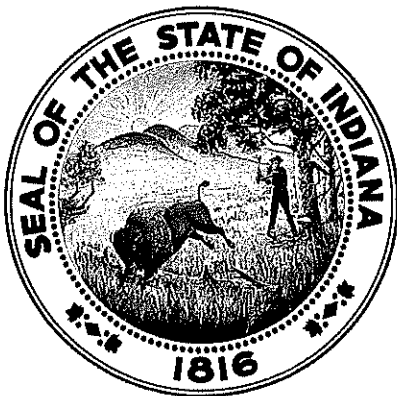
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

**State of Indiana
Office of the Secretary of State**

**Certificate of Organization
of
KEBAB ON WHEELS LLC**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, December 01, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 30, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201612011168901 / 7447884

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER
1600137686200

KEBAB ON WHEELS LLC
4748 E DONINGTON DR
BLOOMINGTON, IN 47401-8599

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX
AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

000044



KEBAB ON WHEELS LLC
4748 E DONINGTON DR
BLOOMINGTON, IN 47401-8599

TID: 0158440234
LOC: 001
FID: 81-4549861/0
ISSUED: 12/02/2016
EXPIRES: 12/31/2018

THIS LICENSE:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear KEBAB ON WHEELS LLC:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be MONTHLY. Your business application indicated the start date of the business as 12/01/2016. Therefore, your first tax payment is due 01/30/2017.

Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

New Businesses Required to File Online

As a new business, you also are required to file your sales and/or withholding taxes electronically. **A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INtax**, the state's free online filing program.

With INtax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INtax are highly satisfied with it. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code, 42A6D257-D6D6-0198-E053-0A131840DF3B.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sandi Taylor Hometown Insurance LLC 410 W Kirkwood Ave, Suite B Bloomington, IN 47404	CONTACT NAME: Sandi Taylor, CIC, CPCU
	PHONE (A/C, No, Ext): (812)822-2277 FAX (A/C, No): (812)822-2173
	E-MAIL ADDRESS: sandi@sthometownins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Erie Insurance Group NAIC # 26271
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00000000-12788 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Q11-3030850	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington
PO Box 100
Bloomington, IN 47402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandhi K Taylor

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Sandi Taylor Hometown Insurance LLC 410 W Kirkwood Ave, Suite B Bloomington, IN 47404	CONTACT NAME:	Sandi Taylor, CIC, CPCU	
		PHONE (A/C, No, Ext):	(812)822-2277	FAX (A/C, No):
		E-MAIL ADDRESS:	sandi@sthometownins.com	
INSURED	Kabob on Wheels, LLC 4849 E Donnington Drive Bloomington, IN 47401	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Erie Insurance Exchange		
		INSURER B: Erie Insurance Group		26271
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q0011478584	01/06/2017	01/06/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		Q11-3030850	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE OTH-ER
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Food Truck

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
PO Box 100
Bloomington, IN 47402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State Form 48099 (R2/11-10)
Approved by State Board of
Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

12789753-16147-248

CLASS 11	AGE 8	ISSUE DATE 12/02/16	PUR DATE 10/08/16	COUNTY 53 - MONROE	TP N	PL YR 16	PLATE 394RI	PL TP PA	WEIGHT	PR YR	LS N	TYPE TK
EXPIRATION DATE 08/21/17		PRIOR YR PL	VEHICLE YEAR 08	MAKE FOR	TYPE TK	MODEL ECO	COLOR WHI/	VEHICLE IDENTIFICATION NUMBER 1FCKE39L28DB07273				
CURRENT YEAR TAX	EXTAX 58.67	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE **	WHEEL/SUR 22.92	STATE REG FEE 21.35	ADMIN FEE 0.00	TOTAL DUE 102.94				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 0.00	WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 0.00				
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE												



SP

Legal Address
1034 S COLCHESTER CT
BLOOMINGTON IN 47401-8019

DEBAH & SCHAFIK M NAWAB
4748 E DONINGTON DR
BLOOMINGTON, IN 47401-8599





INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 8	ISSUE DATE 12/02/2016	PUR DATE 10/08/2016	COUNTY 53 - MONROE	TP N	PL YR 2016	PLATE 6715798	PL TP PA	WEIGHT	PR YR	LS N	TYPE
EXPIRATION DATE 8/21/2017		PRIOR PLATE		VEHICLE YEAR 2008	MAKE FOR	TYPE TK	MODEL ECO	COLOR WHI/	VEHICLE IDENTIFICATION NUMBER 1FCKE39L28DB07273			
CURRENT YEAR TAX	EX TAX 58.67	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 58.67	WHEEL/SUR 22.92	STATE REG FEE 21.35	ADMIN FEE 0.00	TOTAL DUE 102.94				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 0.00	WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 0.00				

DEBAH & SCHAFIK M NAWAB
4748 E DONINGTON DR
BLOOMINGTON, IN 474018599

C
SP

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.







Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Mehdi Saberi – Kabab Gyros on Wheels

Staff Representative: Jason Carnes

Meeting Date: January 24, 2017

Mehdi Saberi, owner of Kabab Gyros on Wheels has applied to renew his Mobile Vendor License to operate a food truck. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck selling sandwiches, gyros and beverages.

This application is for 1 year.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-06**

**Mobile Vendor in Public Right of Way
Mehdi Saberi, dba Kabab on Wheels**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Mehdi Saberi, dba Kebab on Wheels (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking is provided by the Board of Public Works via resolution; and

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and the vehicle that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor will produce a spark, flame, or fire, and therefore, Vendor is required to obtain a temporary vender permit from the City of Bloomington Fire Department, which Vendor has obtained; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on January 25, 2017, and ending on January 24, 2018.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more

RESOLUTION 2017-06

than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS 24th, DAY OF January, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

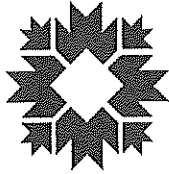
Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2017-06** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Mehdi Saberi, Kebab on Wheels

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3418

1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Mehdi Saberi		
Title/Position:	owner		
Date of Birth:	07-23-54		
Address:	3334 S. Cheekwood Ln		
City, State, Zip:	Bloomington, IN, 47401		
E-Mail Address:	Saberi.Mehdi25@gmail.com		
Phone Number:	812-369-3076	Mobile Phone:	812-369-3076

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:	Fary Raghania		
Address:	3334 S. Cheekwood Ln		
City, State, Zip:	Bloomington, IN, 47401		
E-Mail Address:			
Phone Number:	812-369-3026	Mobile Phone:	

4. Company Information

Name of Employer:	Mehdi Saberi Kabab Gyros on wheels				
Address of Employer:	3334 S. Cheekwood Ln				
City, State, Zip:	Bloomington, IN, 47401				
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Mehdi Saberi	3334 S. Cheekwood Ln Bldg

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	
State of incorporation or organization:	
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

<i>The Cyros Truck Sell Cyros Sandwich which all prepared on sit. 6 PM - 3 AM</i>	
Planned hours of operation:	
Place or places where you will conduct business (If private property, attach written permission from property owner):	<i>Down town</i>
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

8. You are required to secure, attach, and submit the following:

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

NA -

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

MEHDI SABERI (Kahab Gyros on wheels)
Name, Printed

Mehdi Saberi
Signature

01-14-17
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following:
Commercial General; Commercial Arterial; Commercial Downtown; Industrial General;
Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or
landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible
routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the
street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the
line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name:

Mehdi Saberi Kabob Gyro on wheels

Signature:

Mehdi Saberi

Date:

01/14/17

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name:

Mehdi Saberi Kabab Gyro on wheels

Signature:

Mehdi Saberi

Date:

01-14,17

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION ABA AUTO REPAIR

INSPECTOR'S NAME JOHN KAVIANI INSPECTOR'S PHONE # 812-337-0993

DATE OF INSPECTION 1-14-17

TAXICAB COMPANY _____

VEHICLE YEAR 1982 MAKE CHEVY MODEL STEP VANDER

VIN 1GCEP22M9C3324746

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

[illegible]

Signature [Signature]

1-14-17

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 01/17/2017

NAME AND ADDRESS OF NAMED INSURED:
SABERI, MEHDI
3334 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133

AGENT:
HAZEN INSURANCE AGENCY LLC
509 E HILLSIDE DR
STE 102
BLOOMINGTON, IN 47401-7740
(812) 334-1413
AGENT NUMBER 13-D743-51

Policy Number: 13-31-8548953-1

Effective Date: 09/28/2016, 12:01 AM Central Time
Expiration Date: 09/28/2017, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 3382 S CHEEKWOOD LN BLOOMINGTON, IN 47401
BUSINESS OF THE NAMED INSURED IS: TRUCK SERVING FOOD FROM
THE NAMED INSURED IS: INDIVIDUAL
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance				
General Aggregate (Other Than Product - Completed Operations)			\$	1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)			\$	1,000,000
Personal and Advertising Injury Limit			\$	1,000,000
Each Occurrence Limit			\$	1,000,000
Rented To You Limit			\$	100,000
Medical Expense Limit (Any One Person)			\$	10,000
Premium			\$	100.00
Coverage Form and Description of Hazards				
Code	Key	Description	Premium Basis	Premium

3382 S CHEEKWOOD LN BLOOMINGTON, IN 47401 (COUNTY 105)

Premises and Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	37100	85.00
Products and Completed Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	37100	9.00

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit		
CG-00-01		Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO SALE OF	Products/completed Operations Hazard Redefined
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
IL 00 21		Nuclear Energy Liability Exclusion
IL-02-72		Indiana Changes - Cancellation And Nonrenewal

TERM 12 MONTHS
ZONE CODE 506

AGENT

13-D743-51



AUTO | HOME | LIFE

Evidence of Insurance Motor Carrier Coverage

(Item #1) Named Insured:

SABERI, MEHDI
3334 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133

Agent

HAZEN INSURANCE AGENCY LLC
(812) 334-1413
13-D743-51

Policy Number: 13-1-C-8548953-6

Effective Date: 10/05/2016, 01:14 PM Central Time
Expiration Date: 04/05/2017, 12:01 AM Central Time

(Item #3)	Vehicle Year	Make/Model	Vehicle ID
	1999	GMC FORWARD CONTROL P350	1GDGP32W4X3500602

(Item #2) Coverages	Coverage Symbol	Limit/Deductible	Endorsement Number	Premium
Single Liability Limit	67	\$300,000 Limit		\$88.00
Indiana Underinsured Motorists Coverage	67	\$300,000 Per Person	CA 31 16 12 15	\$18.00
Split Uninsured Motorists Coverage Limits	67	\$300,000 Per Accident	CA 21 07 12 93	
Indiana Underinsured Motorists Coverage	67	\$1,000,000 Per Person	CA 31 16 12 15	\$25.00
Split Bodily Injury Underinsured Motorists Coverage Limits	67	\$1,000,000 Per Accident	CA 21 51 10 13	
Auto Medical Payments Coverage	67	\$2,000 Per Person	CA 99 03 10 13	\$9.00
Indiana Uninsured Motorists Coverage	67	\$10,000 Limit	CA 21 44 12 15	\$2.00

Discounts (Reflected In Premiums)

PREMIUM \$142.00

Other Endorsements Attached To This Policy	Endorsement Number
Amendatory Endorsement	A-672.3-A
Indiana Changes	CA 01 19 10 13
Indiana Changes - Pollution Exclusion	CA 04 33 10 13
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Indiana Changes - Workers' Compensation Exclusions	IL 01 17 12 10
Indiana Changes - Concealment, Misrepresentation or Fraud	IL 01 56 09 07
Indiana Changes	IL 01 58 09 08
Indiana Changes - Cancellation and Nonrenewal	IL 02 72 09 07

RATE CLASS 16A TERRITORY 017 TERM 06
COST SYMBOL B PACKAGE-CD

Agent

LOAN NO.



AUTO | HOME | LIFE

Evidence of Insurance Motor Carrier Coverage

(Item #1) Named Insured:

SABERI, MEHDI
3334 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133

Agent

HAZEN INSURANCE AGENCY LLC
(812) 334-1413
13-D743-51

Policy Number: 13-1-C-8548953-1

Effective Date: 11/03/2016, 12:01 AM Central Time
Expiration Date: 05/03/2017, 12:01 AM Central Time

(Item #3)	Vehicle Year	Make/Model	Vehicle ID
	1982	CHEVO P20	1GCFP22M9C3324746

(Item #2) Coverages	Coverage Symbol	Limit/ Deductible	Endorsement Number	Premium
Single Liability Limit	67	\$1,000,000 Limit		\$249.00
Uninsured Motorist	67	\$1,000,000 Per Person		\$25.00
Split Uninsured Motorists Coverage Limits	67	\$1,000,000 Per Accident	CA 21 07 12 93	
Auto Medical Payments Coverage	67	\$5,000 Per Person	CA 99 03 10 13	\$12.00
Indiana Uninsured Motorists Coverage	67	\$50,000 Limit	CA 21 44 12 15	\$4.00

Discounts (Reflected In Premiums)

PREMIUM \$290.00

Other Endorsements Attached To This Policy	Endorsement Number
Amendatory Endorsement	A-672.3-A
Indiana Changes	CA 01 19 10 13
Indiana Changes - Pollution Exclusion	CA 04 33 10 13
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Indiana Changes - Workers' Compensation Exclusions	IL 01 17 12 10
Indiana Changes - Concealment, Misrepresentation or Fraud	IL 01 56 09 07
Indiana Changes	IL 01 58 09 08
Indiana Changes - Cancellation and Nonrenewal	IL 02 72 09 07

RATE CLASS 16A TERRITORY 017 TERM 06
COST SYMBOL L PACKAGE-CD

Agent

LOAN NO.

City of Bloomington

P.O. Box 100
Bloomington, IN 47402

Permit Certificate

Date: 01/11/2017

Business Name: Kabob and Gyros on Wheels

Address: 3334 S CHEEKWOOD LN
Bloomington, IN 47402

Phone: CELL 812-369-3076

The following permit has been issued:

Permit No. 000071

Type: FOOD Temporary Vender/Cooking

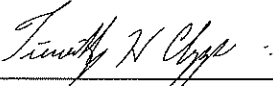
Issued Date: 01/11/2017

Effective Date: 01/11/2017

Expiration Date: 01/09/2018

Notes: This permit must be kept with the vehicle at all times during operation.
All other applicable rules and ordinances must be met and obeyed.

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations.
Please contact City of Bloomington for more information.



Inspector: Tim Clapp **Date** 1/11/2017

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

KABOB ON WHEELS
MEHDI SABERI

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued MAR 02 2016

By *Thomas W. Sharpe*

2016

Expires 2/28/17

This License Is Not Transferable to Another Individual or Location



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER

1600136023848

KABABGYROS ON WHEEL
3382 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX
AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

TID: 0144577119

LOC: 001

ISSUED: 10/02/2016

EXPIRES: 10/31/2018

THIS LICENSE:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



SABERI MEHDI MS
3334 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133

COMMISSIONER

1600136023848

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear KABABGYROS ON WHEEL:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be MONTHLY. Your business application indicated the start date of the business as 01/01/2015. Therefore, your first tax payment is due 03/02/2015.

Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

New Businesses Required to File Online

As a new business, you also are required to file your sales and/or withholding taxes electronically. **A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INtax, the state's free online filing program.**

With INtax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INtax are highly satisfied with it. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code, CC628EFE-95EA-80C2-E043-0A13184080C2.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue

Attached is your renewed registered retail merchant certificate. On the certificate, you will find your Taxpayer Identification Number (TID) and Location Number (LOC). Please make a note of these important numbers. They are to be used on exemption certificates and for phone or written communication with the Indiana Department of Revenue.

Please note the expiration date on the certificate. Effective January 2007, all Indiana retail merchant



50911820_004603_003 OF 001 00607



State Form 48099 (R2/11-10)
Approved by State Board of
Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE
10	10	09/21/16	04/29/12	53 - MONROE	R	16	TK296MIQ	GT	7	15	N	VA
EXPIRATION DATE		PRIOR YR PL	VEHICLE YEAR	MAKE	TYPE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER				
09/28/17		TK296MIQ	82	CHE	VA	P20	WHI/	1GCFP22M9C3324746				
CURRENT YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	EX TAX DUE	WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL DUE				
	12.00	0.00	0.00	12.00	25.00	30.35	0.00	67.35				
PRIOR YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	EX TAX DUE	WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL DUE				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE

TRUCK 7,000 GENERAL TRUCK NEW FORMAT



AM

Legal Address
3395 S CHEEKWOOD LN
BLOOMINGTON IN 47401-4172

MEHDI SABERI
3334 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133



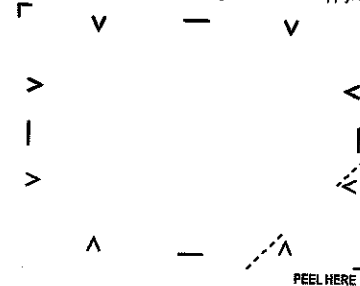
1-2-1197

BATCH# 28353 SEQUENCE# 1197



INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



WHICH WICH

Kebab Gyros on Wheels



Board of Public Works Staff Report

Project/Event: Use of S. Auto Mall Road for Annual Curry Automobile Show

Petitioner/Representative: Curry Auto Center/Amy Chitwood

Staff Representative: Sean Starowitz

Meeting Date: January 24, 2017

Curry Auto Center is requesting closure of a section of S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road on Saturday, June 10, 2017 from 9:00 a.m. – 2:00 p.m. for their 5th annual automobile show. Events will include viewing of vintage and other specialty automobiles, food booths, and other street festival activities. The event is open to the public. The location and layout are the same as they have used in past years. Staff has not received complaints or concerns about this event in previous years.

Event planners have contacted adjacent businesses. Access to businesses such as Pier One and The ReStore will be maintained through the event.

Staff finds the request to be acceptable and recommends approval.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-07**

Curry Automobile Show

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the Board of Public Works has committed itself to promoting special events; and

WHEREAS, Curry Auto Center (“Curry”) is desirous of using S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road for an automobile show on Saturday, June 20, 2017 from 9:00 a.m.– 2:00 p.m.; and,

WHEREAS, Curry has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “City”) declares that S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road shall be temporarily closed to traffic and parking, beginning at 9:00 a.m. until 2:00 p.m., on Saturday, June 10, 2017, for the purpose of hosting an automobile show, operating food and drink booths and to providing entertainment including live radio remote for the general public.
3. Curry shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the streets. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
4. Curry shall be responsible for placement and removal of barricades. Curry is responsible for contacting the City’s Department of Planning and Transportation for instructions on the type of and placement of said barricades. Curry agrees to obtain at its own expense and place barricades to close the street, not before 9:00 a.m. and to remove barricades by 2:00 p.m. on Saturday, June 10, 2017.
5. Curry will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this area, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 2:00 p.m. on Saturday, June 10, 2017.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 9:00 a.m. and 2:00 p.m. on Saturday, June 10, 2017.

RESOLUTION 2017-07

7. Curry shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
8. Curry shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Curry Auto Center, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 24th DAY OF January, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard

Kelly M. Boatman

Dana Palazzo

Date

CURRY AUTO CENTER:

Signature

Printed Name, Title

Date



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Amy Chitwood		
Contact Phone:	812-339-2227	Mobile Phone:	812-360-8281
Title/Position:	Business Development and Marketing Manager		
Organization:	Curry Auto Center		
Address:	2906 E Buick Cadillac Blvd		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	achitwood@currybuick.com		
Organization E-Mail and URL:	www.currybuick.com		
Org Phone No:	812-339-2227	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Pets Alive – entrants give donations		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event) COMMUNITY EVENT		
Date(s) of Event:	June 10th		
Time of Event:	Date: 6/10/17 Start: 9am	Date: 6/10/17 End: 2pm	
Setup/Teardown time Needed	Date:	Start:	Date: End:
Calendar Day of Week:	Saturday		
Description of Event:	<p>This will be our 5th annual antique car show. We get about 150+ cars that will be on display from car enthusiasts all over Indiana. This brings about 300 spectators as well. The event is FREE to the public and the entrants donate to Pet's Alive.</p> <p>We are asking to close Auto Mall Rd from 9-2. The surrounding businesses are ok with this as they participate in the event and we do not block their entrances.</p> <p>We have a live radio remote and food for people.</p> <p>15 No Parking Signs</p>		
Expected Number of Participants:	150 cars and 300 spectators	Expected # of vehicles (Use of Parking Spaces to close): 15? (on Street)	

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable

IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input checked="" type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input checked="" type="checkbox"/> NA	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)

8. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works January 24, 2017
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park) Not Applicable
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) Not Applicable

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	NOT APPLICABLE			
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
<hr/>	<hr/>
Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
<hr/>	<hr/>
Date	Dana Palazzo, Secretary

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)-349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works	401 N. Morton St. Suite 13 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open flame)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for _____Curry Auto Center Car Show_____.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for _____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

Dear Neighbor,

I wanted to inform you of an event at Curry Auto Center this summer. On June 10th we are having our 5th Annual Car Show. Some of you may remember that we had a great turnout last year (we ran out of room!) We had a total of 157 show cars and 300+ visitors.

I am already receiving early registrations and am planning for an even bigger turnout. With that, I wanted to inform you we have been approved by the city to close Auto Mall Rd from Buick Cadillac to where the Curry Collision Center entrance is. With the back street open, customers can still reach the surrounding businesses. Our biggest goal was to not do anything to hinder your business that day, but to generate potential traffic to your business if you are retail and open.

I would love for any neighboring businesses to participate. Whether it is putting information, discount coupons, business cards or other goodies (air fresheners, flashlights, key chains etc) in the 160 goody bags we will be giving out OR wanting to donate a silent auction or raffle item OR have/know someone who wants to show off their car, we welcome it! All proceeds and monies raised will be donated to Pet's Alive.

This event is open to the public so tell your employees, family members and customers to join us. We will have food vendors and music again this year. If you have any questions about this event or would like to participate please feel free to contact me. I have included the flyer as well.

Thanks in advance and hope to see you at this fun local event!

Amy Link Chitwood

Curry Auto Center

812.339.2227

achitwood@currybuick.com



Scott Oldham 11:32 AM (0 minutes ago)

to me, Adam, Richard, Lew, Jason

BPD is fine with it

Scott Oldham
Captain of Operations
Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
[812-349-3309](tel:812-349-3309) office
oldhams@bloomington.in.gov

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."

Confidentiality Notice: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature, or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited.

On Tue, Jan 10, 2017 at 11:08 AM, Laurel Waters <watersl@bloomington.in.gov> wrote:
Attached is Curry's application and map for their annual auto show for your review. They event is June 10, 2017

Thank you,

Jason Moore Jan 10 (3 days ago)

to Scott, me, Adam, Richard, Lew

BFD has no issue as long as the area still maintains access for our apparatus.

Respectfully,

Jason Moore
Fire Chief
City of Bloomington

On Jan 10, 2017, at 11:32, Scott Oldham <oldhams@bloomington.in.gov> wrote:

BPD is fine with it

Scott Oldham
Captain of Operations
Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
[812-349-3309](tel:812-349-3309) office
oldhams@bloomington.in.gov

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."

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On Tue, Jan 10, 2017 at 11:08 AM, Laurel Waters <watersl@bloomington.in.gov> wrote:
Attached is Curry's application and map for their annual auto show for your review. They event is June 10, 2017

Thank you,



CERTIFICATE OF LIABILITY INSURANCE

CURRY-8

OP ID: MT

DATE (MM/DD/YYYY)

02/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Garth Goodlett	CONTACT NAME: Mindy Teach	
	PHONE (A/C, No, Ext): 812-355-2598	FAX (A/C, No): 812-331-3233
INSURED Curry Auto Center Inc. Curry L and R Corporation The Curry Limited Partnership 2906 Buick Cadillac Blvd Bloomington, IN 47401	E-MAIL ADDRESS: mindyt@figprotects.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Accident Fund Ins Co of Americ	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0371521	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0371521	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV 6122717	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Curry Auto Center, Inc
2906 Buick Cadillac Blvd.
Bloomington, IN 47401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

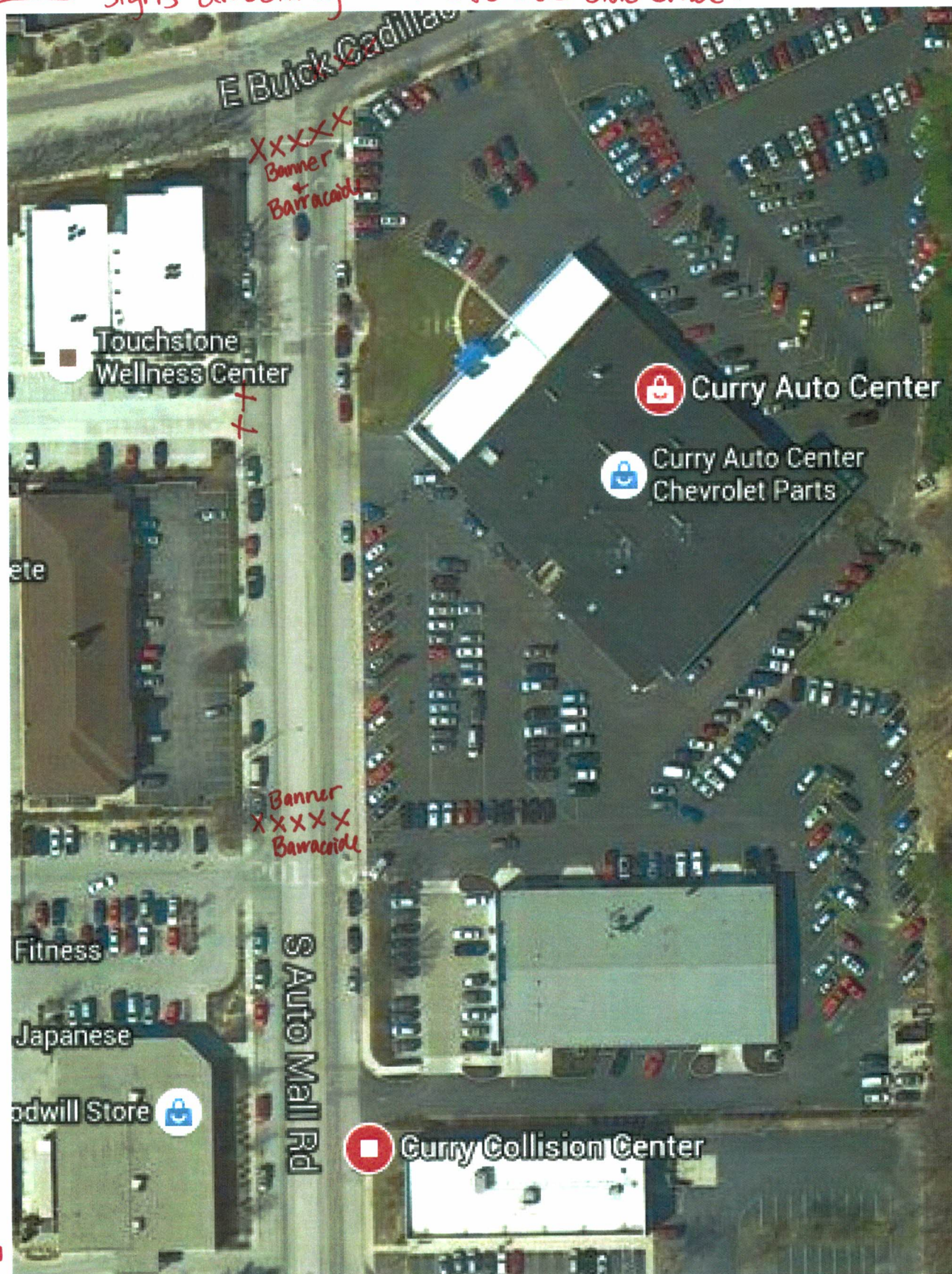
AUTHORIZED REPRESENTATIVE

Mindy Teach

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x x = cones and barracades
signs directing traffic to use side street +

alternate route





Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
10000 Carpenter, Danyale 0097	01/20/2017	1,029.00		.00	47.30	49.95	11.68	24.78	10.32	281.79	603.18
			.00	.00	805.66	805.66	805.66	805.66	805.66		
		\$1,029.00		\$0.00	\$47.30	\$49.95	\$11.68	\$24.78	\$10.32	\$281.79	\$603.18
			\$0.00	\$0.00	\$805.66	\$805.66	\$805.66	\$805.66	\$805.66		
1113 Clendening, Jennifer L	01/20/2017	1,031.03		.00	54.06	63.92	14.95	30.82	12.83	5.93	848.52
			.00	.00	1,031.03	1,031.03	1,031.03	1,031.03	1,031.03		
		\$1,031.03		\$0.00	\$54.06	\$63.92	\$14.95	\$30.82	\$12.83	\$5.93	\$848.52
			\$0.00	\$0.00	\$1,031.03	\$1,031.03	\$1,031.03	\$1,031.03	\$1,031.03		
10000 Edwards, Dianne 1791	01/20/2017	1,549.63		.00	192.56	92.49	21.63	45.70	20.06	116.91	1,060.28
			.00	.00	1,491.75	1,491.75	1,491.75	1,491.75	1,491.75		
		\$1,549.63		\$0.00	\$192.56	\$92.49	\$21.63	\$45.70	\$20.06	\$116.91	\$1,060.28
			\$0.00	\$0.00	\$1,491.75	\$1,491.75	\$1,491.75	\$1,491.75	\$1,491.75		
219 Ennis, Mary Camille	01/20/2017	1,153.84		.00	87.31	71.54	16.73	37.27	15.52	15.00	910.47
			.00	.00	1,153.84	1,153.84	1,153.84	1,153.84	1,153.84		
		\$1,153.84		\$0.00	\$87.31	\$71.54	\$16.73	\$37.27	\$15.52	\$15.00	\$910.47
			\$0.00	\$0.00	\$1,153.84	\$1,153.84	\$1,153.84	\$1,153.84	\$1,153.84		
10000 Eppley, Julia K 2224	01/20/2017	1,739.23		.00	85.23	90.23	21.10	45.77	19.06	299.84	1,178.00
			.00	.00	1,455.40	1,455.40	1,455.40	1,455.40	1,455.40		
		\$1,739.23		\$0.00	\$85.23	\$90.23	\$21.10	\$45.77	\$19.06	\$299.84	\$1,178.00
			\$0.00	\$0.00	\$1,455.40	\$1,455.40	\$1,455.40	\$1,455.40	\$1,455.40		
10000 Eubank, Nadine F 2333	01/20/2017	2,333.92		.00	389.66	142.77	33.39	73.13	30.97	66.65	1,597.35
			.00	.00	2,302.69	2,302.69	2,302.69	2,302.69	2,302.69		
		\$2,333.92		\$0.00	\$389.66	\$142.77	\$33.39	\$73.13	\$30.97	\$66.65	\$1,597.35
			\$0.00	\$0.00	\$2,302.69	\$2,302.69	\$2,302.69	\$2,302.69	\$2,302.69		
10000 Farmer, Carly M 0184	01/20/2017	1,567.20		.00	116.08	83.43	19.51	43.47	17.58	292.00	995.13
			.00	.00	1,345.69	1,345.69	1,345.69	1,345.69	1,345.69		
		\$1,567.20		\$0.00	\$116.08	\$83.43	\$19.51	\$43.47	\$17.58	\$292.00	\$995.13
			\$0.00	\$0.00	\$1,345.69	\$1,345.69	\$1,345.69	\$1,345.69	\$1,345.69		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
64 Gibson, Jennifer	01/20/2017	1,519.73		.00	175.16	85.30	19.95	44.44	18.50	155.06	1,021.32
			.00	.00	1,375.76	1,375.76	1,375.76	1,375.76	1,375.76		
		\$1,519.73		\$0.00	\$175.16	\$85.30	\$19.95	\$44.44	\$18.50	\$155.06	\$1,021.32
			\$0.00	\$0.00	\$1,375.76	\$1,375.76	\$1,375.76	\$1,375.76	\$1,375.76		
1514 Hartsburg, Destinee A	01/20/2017	1,102.07		.00	134.66	68.56	16.03	35.72	14.87	3.20	829.03
			.00	.00	1,105.74	1,105.74	1,105.74	1,105.74	1,105.74		
		\$1,102.07		\$0.00	\$134.66	\$68.56	\$16.03	\$35.72	\$14.87	\$3.20	\$829.03
			\$0.00	\$0.00	\$1,105.74	\$1,105.74	\$1,105.74	\$1,105.74	\$1,105.74		
10000 Herr, Emily J 3165	01/20/2017	1,112.41		.00	97.88	53.35	12.48	26.55	11.06	262.19	648.90
			.00	.00	860.52	860.52	860.52	860.52	860.52		
		\$1,112.41		\$0.00	\$97.88	\$53.35	\$12.48	\$26.55	\$11.06	\$262.19	\$648.90
			\$0.00	\$0.00	\$860.52	\$860.52	\$860.52	\$860.52	\$860.52		
850 Laehle, Bryan A	01/20/2017	1,142.40		.00	140.16	70.83	16.56	36.90	15.37	.00	862.58
			.00	.00	1,142.40	1,142.40	1,142.40	1,142.40	1,142.40		
		\$1,142.40		\$0.00	\$140.16	\$70.83	\$16.56	\$36.90	\$15.37	\$0.00	\$862.58
			\$0.00	\$0.00	\$1,142.40	\$1,142.40	\$1,142.40	\$1,142.40	\$1,142.40		
10000 Minder, Vicki L 1296	01/20/2017	1,640.61		.00	192.09	95.40	22.31	48.08	20.02	229.83	1,032.88
			.00	.00	1,488.64	1,538.64	1,538.64	1,488.64	1,488.64		
		\$1,640.61		\$0.00	\$192.09	\$95.40	\$22.31	\$48.08	\$20.02	\$229.83	\$1,032.88
			\$0.00	\$0.00	\$1,488.64	\$1,538.64	\$1,538.64	\$1,488.64	\$1,488.64		
10000 O'Brien, Brenda 0365	01/20/2017	1,567.21		.00	175.01	95.01	22.22	49.50	20.61	80.75	1,124.11
			.00	.00	1,532.42	1,532.42	1,532.42	1,532.42	1,532.42		
		\$1,567.21		\$0.00	\$175.01	\$95.01	\$22.22	\$49.50	\$20.61	\$80.75	\$1,124.11
			\$0.00	\$0.00	\$1,532.42	\$1,532.42	\$1,532.42	\$1,532.42	\$1,532.42		
10000 Peffinger, Roberta L 3140	01/20/2017	1,512.81		.00	164.55	80.91	18.92	42.15	17.55	239.92	948.81
			.00	.00	1,304.98	1,304.98	1,304.98	1,304.98	1,304.98		
		\$1,512.81		\$0.00	\$164.55	\$80.91	\$18.92	\$42.15	\$17.55	\$239.92	\$948.81
			\$0.00	\$0.00	\$1,304.98	\$1,304.98	\$1,304.98	\$1,304.98	\$1,304.98		
838 Pritchard, James R	01/20/2017	2,017.12		.00	54.55	122.88	28.74	60.29	25.11	207.56	1,517.99
			.00	.00	1,982.01	1,982.01	1,982.01	1,982.01	1,982.01		
		\$2,017.12		\$0.00	\$54.55	\$122.88	\$28.74	\$60.29	\$25.11	\$207.56	\$1,517.99
			\$0.00	\$0.00	\$1,982.01	\$1,982.01	\$1,982.01	\$1,982.01	\$1,982.01		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
328 Ritchel, Lisa R	01/20/2017	1,002.19		.00	87.87	58.99	13.80	30.73	12.80	64.13	733.87
			.00	.00	951.53	951.53	951.53	951.53	951.53		
		\$1,002.19		\$0.00	\$87.87	\$58.99	\$13.80	\$30.73	\$12.80	\$64.13	\$733.87
			\$0.00	\$0.00	\$951.53	\$951.53	\$951.53	\$951.53	\$951.53		
10000 Samuelson, Danielle 3640	01/20/2017	978.12		.00	104.19	55.96	13.09	29.15	12.14	88.07	675.52
			.00	.00	902.59	902.59	902.59	902.59	902.59		
		\$978.12		\$0.00	\$104.19	\$55.96	\$13.09	\$29.15	\$12.14	\$88.07	\$675.52
			\$0.00	\$0.00	\$902.59	\$902.59	\$902.59	\$902.59	\$902.59		
10000 Sauder, Virgil E 2554	01/20/2017	2,503.96		.00	361.15	135.69	31.73	68.21	28.40	323.98	1,554.80
			.00	.00	2,188.62	2,188.62	2,188.62	2,188.62	2,188.62		
		\$2,503.96		\$0.00	\$361.15	\$135.69	\$31.73	\$68.21	\$28.40	\$323.98	\$1,554.80
			\$0.00	\$0.00	\$2,188.62	\$2,188.62	\$2,188.62	\$2,188.62	\$2,188.62		
1296 Searles, Samantha	01/20/2017	49.76		.00	.00	3.09	.72	1.61	.67	.00	43.67
			.00	.00	49.76	49.76	49.76	49.76	49.76		
		\$49.76		\$0.00	\$0.00	\$3.09	\$0.72	\$1.61	\$0.67	\$0.00	\$43.67
			\$0.00	\$0.00	\$49.76	\$49.76	\$49.76	\$49.76	\$49.76		
862 Skooglund, Elijah J	01/20/2017	221.13		.00	.00	13.71	3.21	5.90	2.46	.00	195.85
			.00	.00	221.13	221.13	221.13	221.13	221.13		
		\$221.13		\$0.00	\$0.00	\$13.71	\$3.21	\$5.90	\$2.46	\$0.00	\$195.85
			\$0.00	\$0.00	\$221.13	\$221.13	\$221.13	\$221.13	\$221.13		
573 Steury, Nickiah Q	01/20/2017	1,442.73		.00	111.63	81.59	19.08	42.51	17.18	150.55	1,020.19
			.00	.00	1,315.99	1,315.99	1,315.99	1,315.99	1,315.99		
		\$1,442.73		\$0.00	\$111.63	\$81.59	\$19.08	\$42.51	\$17.18	\$150.55	\$1,020.19
			\$0.00	\$0.00	\$1,315.99	\$1,315.99	\$1,315.99	\$1,315.99	\$1,315.99		
Department Animal - Animal Shelter		\$28,216.10		\$0.00	\$2,771.10	\$1,615.60	\$377.83	\$822.68	\$343.08	\$2,883.36	\$19,402.45
			\$0.00	\$0.00	\$26,008.15	\$26,058.15	\$26,058.15	\$26,008.15	\$26,008.15		
Department BPS - Board of Public Safety											
10000 Bradford, Marsha 0076	01/20/2017	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40		\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department BPS - Board of Public Safety											
1234 Fuentes-Rohwer, Luis	01/20/2017	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
1213 Gray, Kim A	01/20/2017	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
10000 Vance, William A 2738	01/20/2017	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
661 Yoon, Susan J	01/20/2017	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
Department BPS - Board of Public		\$122.00		\$0.00	\$0.00	\$7.55	\$1.75	\$0.00	\$0.00	\$0.00	\$112.70
			\$0.00	\$0.00	\$122.00	\$122.00	\$122.00	\$122.00	\$122.00		
Department CFRD - Community & Family Resources											
10000 Calender-Anderson, 2518 Beverly	01/20/2017	3,328.64		.00	565.10	197.60	46.21	100.89	42.01	166.52	2,210.31
			.00	.00	3,162.12	3,187.12	3,187.12	3,162.12	3,162.12		
		\$3,328.64	\$0.00	\$0.00	\$565.10	\$197.60	\$46.21	\$100.89	\$42.01	\$166.52	\$2,210.31
1426 Esler, Exsenet	01/20/2017	480.00		.00	7.62	29.76	6.96	14.26	5.94	.00	415.46
			.00	.00	480.00	480.00	480.00	480.00	480.00		
		\$480.00	\$0.00	\$0.00	\$7.62	\$29.76	\$6.96	\$14.26	\$5.94	\$0.00	\$415.46
44 Gill, Usha P	01/20/2017	226.50		.00	.00	14.04	3.28	6.07	2.53	.00	200.58
			.00	.00	226.50	226.50	226.50	226.50	226.50		
		\$226.50	\$0.00	\$0.00	\$0.00	\$14.04	\$3.28	\$6.07	\$2.53	\$0.00	\$200.58
			\$0.00	\$0.00	\$226.50	\$226.50	\$226.50	\$226.50	\$226.50		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department CFRD - Community & Family Resources											
983 Green, Stefanie A	01/20/2017	1,420.56		.00	172.41	84.16	19.68	43.84	18.26	79.01	1,003.20
			.00	.00	1,357.41	1,357.41	1,357.41	1,357.41	1,357.41		
		\$1,420.56		\$0.00	\$172.41	\$84.16	\$19.68	\$43.84	\$18.26	\$79.01	\$1,003.20
949 Hasan, Rafi K II	01/20/2017	2,080.80		.00	157.39	113.38	26.52	53.73	22.37	309.20	1,398.21
			.00	.00	1,778.78	1,828.78	1,828.78	1,778.78	1,778.78		
		\$2,080.80		\$0.00	\$157.39	\$113.38	\$26.52	\$53.73	\$22.37	\$309.20	\$1,398.21
10000 Owens, Sue 0370	01/20/2017	2,164.91		.00	248.53	132.70	31.03	67.68	28.18	111.00	1,545.79
			.00	.00	2,095.32	2,140.32	2,140.32	2,095.32	2,095.32		
		\$2,164.91		\$0.00	\$248.53	\$132.70	\$31.03	\$67.68	\$28.18	\$111.00	\$1,545.79
10000 Savich, Elizabeth D 0433	01/20/2017	2,200.52		.00	114.89	114.12	26.69	31.46	13.10	1,277.73	622.53
			.00	.00	973.96	1,840.62	1,840.62	973.96	973.96		
		\$2,200.52		\$0.00	\$114.89	\$114.12	\$26.69	\$31.46	\$13.10	\$1,277.73	\$622.53
10000 Schaich, Lucy 0434	01/20/2017	1,833.31		.00	221.46	110.83	25.92	56.50	23.53	56.00	1,339.07
			.00	.00	1,787.59	1,787.59	1,787.59	1,787.59	1,787.59		
		\$1,833.31		\$0.00	\$221.46	\$110.83	\$25.92	\$56.50	\$23.53	\$56.00	\$1,339.07
845 Shermis, Michael H	01/20/2017	2,020.78		.00	243.24	122.43	28.63	59.31	25.21	194.73	1,347.23
			.00	.00	1,874.70	1,974.70	1,974.70	1,874.70	1,874.70		
		\$2,020.78		\$0.00	\$243.24	\$122.43	\$28.63	\$59.31	\$25.21	\$194.73	\$1,347.23
10000 Woolery, Nancy 0530	01/20/2017	2,153.02		.00	333.93	129.57	30.30	67.18	27.97	124.69	1,439.38
			.00	.00	2,079.76	2,089.76	2,089.76	2,079.76	2,079.76		
		\$2,153.02		\$0.00	\$333.93	\$129.57	\$30.30	\$67.18	\$27.97	\$124.69	\$1,439.38
Department CFRD - Community &		\$17,909.04		\$0.00	\$2,064.57	\$1,048.59	\$245.22	\$500.92	\$209.10	\$2,318.88	\$11,521.76
			\$0.00	\$0.00	\$15,816.14	\$16,912.80	\$16,912.80	\$15,816.14	\$15,816.14		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Clerk - Clerk											
10000 Bolden, F Nicole 3502	01/20/2017	2,133.31		.00	188.77	120.25	28.12	58.92	24.54	234.91	1,477.80
			.00	.00	1,939.55	1,939.55	1,939.55	1,939.55	1,939.55		
		\$2,133.31	\$0.00	\$0.00	\$188.77	\$120.25	\$28.12	\$58.92	\$24.54	\$234.91	\$1,477.80
			\$0.00	\$0.00	\$1,939.55	\$1,939.55	\$1,939.55	\$1,939.55	\$1,939.55		
1184 Hilderbrand, Martha L	01/20/2017	1,286.27		.00	80.42	68.69	16.07	35.79	14.90	182.14	888.26
			.00	.00	1,107.94	1,107.94	1,107.94	1,107.94	1,107.94		
		\$1,286.27	\$0.00	\$0.00	\$80.42	\$68.69	\$16.07	\$35.79	\$14.90	\$182.14	\$888.26
			\$0.00	\$0.00	\$1,107.94	\$1,107.94	\$1,107.94	\$1,107.94	\$1,107.94		
10000 Lucas, Stephen 3360	01/20/2017	1,696.50		.00	137.09	101.89	23.83	51.84	21.59	53.05	1,307.21
			.00	.00	1,643.45	1,643.45	1,643.45	1,643.45	1,643.45		
		\$1,696.50	\$0.00	\$0.00	\$137.09	\$101.89	\$23.83	\$51.84	\$21.59	\$53.05	\$1,307.21
			\$0.00	\$0.00	\$1,643.45	\$1,643.45	\$1,643.45	\$1,643.45	\$1,643.45		
1349 Miller, Hannah E	01/20/2017	20.00		.00	.00	1.24	.29	.00	.00	.00	18.47
			.00	.00	20.00	20.00	20.00	20.00	20.00		
		\$20.00	\$0.00	\$0.00	\$0.00	\$1.24	\$0.29	\$0.00	\$0.00	\$0.00	\$18.47
			\$0.00	\$0.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00		
1435 Percy, George W	01/20/2017	315.00		.00	32.65	19.53	4.57	10.17	4.24	.00	243.84
			.00	.00	315.00	315.00	315.00	315.00	315.00		
		\$315.00	\$0.00	\$0.00	\$32.65	\$19.53	\$4.57	\$10.17	\$4.24	\$0.00	\$243.84
			\$0.00	\$0.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00		
1436 Rivers, Stewart K	01/20/2017	90.00		.00	.00	5.58	1.31	1.66	.77	.00	80.68
			.00	.00	90.00	90.00	90.00	90.00	90.00		
		\$90.00	\$0.00	\$0.00	\$0.00	\$5.58	\$1.31	\$1.66	\$0.77	\$0.00	\$80.68
			\$0.00	\$0.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00		
Department Clerk - Clerk Totals		\$5,541.08	\$0.00	\$0.00	\$438.93	\$317.18	\$74.19	\$158.38	\$66.04	\$470.10	\$4,016.26
			\$0.00	\$0.00	\$5,115.94	\$5,115.94	\$5,115.94	\$5,115.94	\$5,115.94		
Department Controller - Controller											
1343 Anderson, Lucas W	01/20/2017	69.00		.00	.00	4.28	1.00	2.23	.93	.00	60.56
			.00	.00	69.00	69.00	69.00	69.00	69.00		
		\$69.00	\$0.00	\$0.00	\$0.00	\$4.28	\$1.00	\$2.23	\$0.93	\$0.00	\$60.56
			\$0.00	\$0.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Baker, Julie 3138	01/20/2017	1,329.26		.00	159.85	76.49	17.89	42.91	15.79	179.17	837.16
			.00	.00	1,173.68	1,233.68	1,233.68	1,173.68	1,173.68		
		\$1,329.26		\$0.00	\$159.85	\$76.49	\$17.89	\$42.91	\$15.79	\$179.17	\$837.16
			\$0.00	\$0.00	\$1,173.68	\$1,233.68	\$1,233.68	\$1,173.68	\$1,173.68		
10000 Beasley, Lori L 1371	01/20/2017	1,467.53		.00	155.65	77.23	18.06	70.24	21.80	249.90	874.65
			.00	.00	1,245.70	1,245.70	1,245.70	1,245.70	1,245.70		
		\$1,467.53		\$0.00	\$155.65	\$77.23	\$18.06	\$70.24	\$21.80	\$249.90	\$874.65
			\$0.00	\$0.00	\$1,245.70	\$1,245.70	\$1,245.70	\$1,245.70	\$1,245.70		
10000 Dean, Denise D 0248	01/20/2017	1,758.33		.00	147.14	102.47	23.96	48.91	20.19	223.78	1,191.88
			.00	.00	1,552.75	1,652.75	1,652.75	1,552.75	1,552.75		
		\$1,758.33		\$0.00	\$147.14	\$102.47	\$23.96	\$48.91	\$20.19	\$223.78	\$1,191.88
			\$0.00	\$0.00	\$1,552.75	\$1,652.75	\$1,652.75	\$1,552.75	\$1,552.75		
10000 Langley, Renee D 0302	01/20/2017	1,596.00		.00	102.89	86.04	20.12	40.63	16.35	373.17	956.80
			.00	.00	1,257.75	1,387.75	1,387.75	1,257.75	1,257.75		
		\$1,596.00		\$0.00	\$102.89	\$86.04	\$20.12	\$40.63	\$16.35	\$373.17	\$956.80
			\$0.00	\$0.00	\$1,257.75	\$1,387.75	\$1,387.75	\$1,257.75	\$1,257.75		
10000 Martindale, Julie A 0596	01/20/2017	2,285.68		.00	384.12	138.91	32.49	77.37	30.14	84.43	1,538.22
			.00	.00	2,240.52	2,240.52	2,240.52	2,240.52	2,240.52		
		\$2,285.68		\$0.00	\$384.12	\$138.91	\$32.49	\$77.37	\$30.14	\$84.43	\$1,538.22
			\$0.00	\$0.00	\$2,240.52	\$2,240.52	\$2,240.52	\$2,240.52	\$2,240.52		
10000 McGlothlin, Kelly S 0331	01/20/2017	1,727.72		.00	180.84	98.97	23.15	50.75	21.13	172.15	1,180.73
			.00	.00	1,571.31	1,596.31	1,596.31	1,571.31	1,571.31		
		\$1,727.72		\$0.00	\$180.84	\$98.97	\$23.15	\$50.75	\$21.13	\$172.15	\$1,180.73
			\$0.00	\$0.00	\$1,571.31	\$1,596.31	\$1,596.31	\$1,571.31	\$1,571.31		
10000 McMillian, Jeffrey D 0335	01/20/2017	2,801.07		.00	496.74	164.31	38.43	132.37	34.30	337.38	1,597.54
			.00	.00	2,550.09	2,650.09	2,650.09	2,550.09	2,550.09		
		\$2,801.07		\$0.00	\$496.74	\$164.31	\$38.43	\$132.37	\$34.30	\$337.38	\$1,597.54
			\$0.00	\$0.00	\$2,550.09	\$2,650.09	\$2,650.09	\$2,550.09	\$2,550.09		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Mitchner, Tamara 1316	01/20/2017	2,154.46		.00	281.92	128.45	30.04	60.46	25.17	329.67	1,298.75
			.00	.00	1,871.72	2,071.72	2,071.72	1,871.72	1,871.72		
		\$2,154.46		\$0.00	\$281.92	\$128.45	\$30.04	\$60.46	\$25.17	\$329.67	\$1,298.75
			\$0.00	\$0.00	\$1,871.72	\$2,071.72	\$2,071.72	\$1,871.72	\$1,871.72		
10000 Reynolds, Beth A 1943	01/20/2017	1,424.71		.00	140.21	80.63	18.86	40.76	16.97	159.70	967.58
			.00	.00	1,300.46	1,300.46	1,300.46	1,300.46	1,300.46		
		\$1,424.71		\$0.00	\$140.21	\$80.63	\$18.86	\$40.76	\$16.97	\$159.70	\$967.58
			\$0.00	\$0.00	\$1,300.46	\$1,300.46	\$1,300.46	\$1,300.46	\$1,300.46		
10000 Silkworth, Amy L 0457	01/20/2017	1,442.56		.00	.00	70.91	16.58	36.62	15.25	322.97	980.23
			.00	.00	1,133.72	1,143.72	1,143.72	1,133.72	1,133.72		
		\$1,442.56		\$0.00	\$0.00	\$70.91	\$16.58	\$36.62	\$15.25	\$322.97	\$980.23
			\$0.00	\$0.00	\$1,133.72	\$1,143.72	\$1,143.72	\$1,133.72	\$1,133.72		
834 Underwood, Jeffrey H	01/20/2017	3,655.17		.00	808.92	223.49	52.27	125.63	48.15	88.05	2,308.66
			.00	.00	3,579.73	3,604.73	3,604.73	3,579.73	3,579.73		
		\$3,655.17		\$0.00	\$808.92	\$223.49	\$52.27	\$125.63	\$48.15	\$88.05	\$2,308.66
			\$0.00	\$0.00	\$3,579.73	\$3,604.73	\$3,604.73	\$3,579.73	\$3,579.73		
Department Controller - Controller		\$21,711.49		\$0.00	\$2,858.28	\$1,252.18	\$292.85	\$728.88	\$266.17	\$2,520.37	\$13,792.76
			\$0.00	\$0.00	\$19,546.43	\$20,196.43	\$20,196.43	\$19,546.43	\$19,546.43		
Department Council - Council											
1443 Brown, Victoria F	01/20/2017	236.25		.00	.00	14.65	3.43	7.63	3.18	.00	207.36
			.00	.00	236.25	236.25	236.25	236.25	236.25		
		\$236.25		\$0.00	\$0.00	\$14.65	\$3.43	\$7.63	\$3.18	\$0.00	\$207.36
			\$0.00	\$0.00	\$236.25	\$236.25	\$236.25	\$236.25	\$236.25		
1196 Chopra, Allison	01/20/2017	596.19		.00	.00	36.96	8.64	16.77	6.98	.00	526.84
			.00	.00	596.19	596.19	596.19	596.19	596.19		
		\$596.19		\$0.00	\$0.00	\$36.96	\$8.64	\$16.77	\$6.98	\$0.00	\$526.84
			\$0.00	\$0.00	\$596.19	\$596.19	\$596.19	\$596.19	\$596.19		
1211 Gerhart, Seth M	01/20/2017	301.92		.00	.00	18.72	4.38	8.51	3.54	.00	266.77
			.00	.00	301.92	301.92	301.92	301.92	301.92		
		\$301.92		\$0.00	\$0.00	\$18.72	\$4.38	\$8.51	\$3.54	\$0.00	\$266.77
			\$0.00	\$0.00	\$301.92	\$301.92	\$301.92	\$301.92	\$301.92		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
231 Granger, Dorothy J	01/20/2017	596.19		.00	22.45	29.18	6.82	13.96	5.81	125.56	392.41
			.00	.00	470.63	470.63	470.63	470.63	470.63		
		\$596.19	\$0.00	\$0.00	\$22.45	\$29.18	\$6.82	\$13.96	\$5.81	\$125.56	\$392.41
10000 Mayer, Timothy 0327	01/20/2017	596.19		.00	32.94	25.91	6.06	13.50	5.62	178.33	333.83
			.00	.00	417.86	417.86	417.86	417.86	417.86		
		\$596.19	\$0.00	\$0.00	\$32.94	\$25.91	\$6.06	\$13.50	\$5.62	\$178.33	\$333.83
10000 Piedmont-Smith, Isabel 3098 M	01/20/2017	596.19		.00	10.58	36.96	8.64	18.01	7.50	.00	514.50
			.00	.00	596.19	596.19	596.19	596.19	596.19		
		\$596.19	\$0.00	\$0.00	\$10.58	\$36.96	\$8.64	\$18.01	\$7.50	\$0.00	\$514.50
10000 Rhoads, Stacy Jane 2283	01/20/2017	2,377.89		.00	323.55	145.45	34.02	69.69	29.02	190.17	1,585.99
			.00	.00	2,195.92	2,345.92	2,345.92	2,195.92	2,195.92		
		\$2,377.89	\$0.00	\$0.00	\$323.55	\$145.45	\$34.02	\$69.69	\$29.02	\$190.17	\$1,585.99
10000 Rollo, David R 1776	01/20/2017	596.19		.00	10.58	36.96	8.64	18.01	7.50	.00	514.50
			.00	.00	596.19	596.19	596.19	596.19	596.19		
		\$596.19	\$0.00	\$0.00	\$10.58	\$36.96	\$8.64	\$18.01	\$7.50	\$0.00	\$514.50
10000 Ruff, Andrew J 0422	01/20/2017	596.19		.00	139.39	29.18	6.82	13.96	5.81	125.56	275.47
			.00	.00	470.63	470.63	470.63	470.63	470.63		
		\$596.19	\$0.00	\$0.00	\$139.39	\$29.18	\$6.82	\$13.96	\$5.81	\$125.56	\$275.47
10000 Sandberg, Susan J 2577	01/20/2017	596.19		.00	97.70	36.75	8.59	17.90	7.45	3.52	424.28
			.00	.00	592.67	592.67	592.67	592.67	592.67		
		\$596.19	\$0.00	\$0.00	\$97.70	\$36.75	\$8.59	\$17.90	\$7.45	\$3.52	\$424.28



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
10000 Sherman, Daniel 0448	01/20/2017	3,258.17		.00	244.54	193.33	45.22	90.00	29.53	1,074.13	1,581.42
			.00	.00	2,195.28	3,118.28	3,118.28	2,195.28	2,195.28		
		\$3,258.17		\$0.00	\$244.54	\$193.33	\$45.22	\$90.00	\$29.53	\$1,074.13	\$1,581.42
			\$0.00	\$0.00	\$2,195.28	\$3,118.28	\$3,118.28	\$2,195.28	\$2,195.28		
10000 Sturbaum, Chris W 2037	01/20/2017	596.19		.00	75.00	23.52	5.50	9.77	4.07	216.80	261.53
			.00	.00	379.39	379.39	379.39	379.39	379.39		
		\$596.19		\$0.00	\$75.00	\$23.52	\$5.50	\$9.77	\$4.07	\$216.80	\$261.53
			\$0.00	\$0.00	\$379.39	\$379.39	\$379.39	\$379.39	\$379.39		
10000 Volan, Stephen G 2038	01/20/2017	596.19		.00	25.85	31.29	7.32	15.06	6.27	91.52	418.88
			.00	.00	504.67	504.67	504.67	504.67	504.67		
		\$596.19		\$0.00	\$25.85	\$31.29	\$7.32	\$15.06	\$6.27	\$91.52	\$418.88
			\$0.00	\$0.00	\$504.67	\$504.67	\$504.67	\$504.67	\$504.67		
Department Council - Council Totals		\$11,539.94		\$0.00	\$982.58	\$658.86	\$154.08	\$312.77	\$122.28	\$2,005.59	\$7,303.78
			\$0.00	\$0.00	\$9,553.79	\$10,626.79	\$10,626.79	\$9,553.79	\$9,553.79		
Department ESD - Economic & Sustainable Dev											
10000 Bauer, Jacqueline M 2288	01/20/2017	2,144.51		.00	123.36	133.42	31.20	48.88	20.87	600.00	1,186.78
			.00	.00	1,551.91	2,151.91	2,151.91	1,551.91	1,551.91		
		\$2,144.51		\$0.00	\$123.36	\$133.42	\$31.20	\$48.88	\$20.87	\$600.00	\$1,186.78
			\$0.00	\$0.00	\$1,551.91	\$2,151.91	\$2,151.91	\$1,551.91	\$1,551.91		
445 Carnes, Jason C	01/20/2017	2,247.08		.00	225.71	128.74	30.11	67.07	27.93	188.04	1,579.48
			.00	.00	2,076.50	2,076.50	2,076.50	2,076.50	2,076.50		
		\$2,247.08		\$0.00	\$225.71	\$128.74	\$30.11	\$67.07	\$27.93	\$188.04	\$1,579.48
			\$0.00	\$0.00	\$2,076.50	\$2,076.50	\$2,076.50	\$2,076.50	\$2,076.50		
1441 Crowley, Pierre A	01/20/2017	3,328.66		.00	262.95	193.02	45.14	94.35	39.29	226.89	2,467.02
			.00	.00	3,113.25	3,113.25	3,113.25	3,113.25	3,113.25		
		\$3,328.66		\$0.00	\$262.95	\$193.02	\$45.14	\$94.35	\$39.29	\$226.89	\$2,467.02
			\$0.00	\$0.00	\$3,113.25	\$3,113.25	\$3,113.25	\$3,113.25	\$3,113.25		
1202 Duemler, Jaclyn	01/20/2017	1,240.00		.00	100.70	74.07	17.32	37.35	15.55	49.53	945.48
			.00	.00	1,194.75	1,194.75	1,194.75	1,194.75	1,194.75		
		\$1,240.00		\$0.00	\$100.70	\$74.07	\$17.32	\$37.35	\$15.55	\$49.53	\$945.48
			\$0.00	\$0.00	\$1,194.75	\$1,194.75	\$1,194.75	\$1,194.75	\$1,194.75		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ESD - Economic & Sustainable Dev											
1354 Starowitz, Sean M	01/20/2017	1,961.54		.00	275.58	118.19	27.64	59.64	24.83	115.17	1,340.49
			.00	.00	1,846.37	1,906.37	1,906.37	1,846.37	1,846.37		
		\$1,961.54		\$0.00	\$275.58	\$118.19	\$27.64	\$59.64	\$24.83	\$115.17	\$1,340.49
			\$0.00	\$0.00	\$1,846.37	\$1,906.37	\$1,906.37	\$1,846.37	\$1,846.37		
10000 Waters, Laurel L 0514	01/20/2017	1,397.56		.00	89.84	75.68	17.70	37.81	15.75	267.23	893.55
			.00	.00	1,170.71	1,220.71	1,220.71	1,170.71	1,170.71		
		\$1,397.56		\$0.00	\$89.84	\$75.68	\$17.70	\$37.81	\$15.75	\$267.23	\$893.55
			\$0.00	\$0.00	\$1,170.71	\$1,220.71	\$1,220.71	\$1,170.71	\$1,170.71		
Department ESD - Economic &		\$12,319.35		\$0.00	\$1,078.14	\$723.12	\$169.11	\$345.10	\$144.22	\$1,446.86	\$8,412.80
			\$0.00	\$0.00	\$10,953.49	\$11,663.49	\$11,663.49	\$10,953.49	\$10,953.49		
Department Facilities - Facilities Maintenance											
10000 Burch, Evan G 3828	01/20/2017	1,103.76		.00	105.19	66.15	15.47	33.22	13.83	40.17	829.73
			.00	.00	1,066.97	1,066.97	1,066.97	1,066.97	1,066.97		
		\$1,103.76		\$0.00	\$105.19	\$66.15	\$15.47	\$33.22	\$13.83	\$40.17	\$829.73
			\$0.00	\$0.00	\$1,066.97	\$1,066.97	\$1,066.97	\$1,066.97	\$1,066.97		
10000 Collins, Barry 0111	01/20/2017	2,314.61		.00	235.87	132.94	31.09	69.26	28.84	217.70	1,598.91
			.00	.00	2,144.27	2,144.27	2,144.27	2,144.27	2,144.27		
		\$2,314.61		\$0.00	\$235.87	\$132.94	\$31.09	\$69.26	\$28.84	\$217.70	\$1,598.91
			\$0.00	\$0.00	\$2,144.27	\$2,144.27	\$2,144.27	\$2,144.27	\$2,144.27		
892 Daily, Ryan D	01/20/2017	2,367.32		.00	351.35	143.04	33.45	73.28	30.51	60.17	1,675.52
			.00	.00	2,307.15	2,307.15	2,307.15	2,307.15	2,307.15		
		\$2,367.32		\$0.00	\$351.35	\$143.04	\$33.45	\$73.28	\$30.51	\$60.17	\$1,675.52
			\$0.00	\$0.00	\$2,307.15	\$2,307.15	\$2,307.15	\$2,307.15	\$2,307.15		
10000 Flake, Russell K 3642	01/20/2017	1,544.00		.00	201.32	96.06	22.47	50.04	20.84	20.00	1,133.27
			.00	.00	1,549.33	1,549.33	1,549.33	1,549.33	1,549.33		
		\$1,544.00		\$0.00	\$201.32	\$96.06	\$22.47	\$50.04	\$20.84	\$20.00	\$1,133.27
			\$0.00	\$0.00	\$1,549.33	\$1,549.33	\$1,549.33	\$1,549.33	\$1,549.33		
898 Goodman, Jessica D	01/20/2017	1,209.37		.00	7.17	64.18	15.01	28.47	11.85	179.81	902.88
			.00	.00	1,035.21	1,035.21	1,035.21	1,035.21	1,035.21		
		\$1,209.37		\$0.00	\$7.17	\$64.18	\$15.01	\$28.47	\$11.85	\$179.81	\$902.88
			\$0.00	\$0.00	\$1,035.21	\$1,035.21	\$1,035.21	\$1,035.21	\$1,035.21		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Facilities - Facilities Maintenance											
902 McPike, Michael S	01/20/2017	483.84		.00	.00	30.00	7.02	13.14	5.47	.00	428.21
			.00	.00	483.84	483.84	483.84	483.84	483.84		
		\$483.84		\$0.00	\$0.00	\$30.00	\$7.02	\$13.14	\$5.47	\$0.00	\$428.21
			\$0.00	\$0.00	\$483.84	\$483.84	\$483.84	\$483.84	\$483.84		
444 Remillard, Peter G	01/20/2017	510.00		.00	26.38	31.62	7.40	16.47	6.86	.00	421.27
			.00	.00	510.00	510.00	510.00	510.00	510.00		
		\$510.00		\$0.00	\$26.38	\$31.62	\$7.40	\$16.47	\$6.86	\$0.00	\$421.27
			\$0.00	\$0.00	\$510.00	\$510.00	\$510.00	\$510.00	\$510.00		
899 Sallade, George C	01/20/2017	1,209.37		.00	124.47	64.34	15.05	35.52	18.16	175.74	776.09
			.00	.00	1,037.80	1,037.80	1,037.80	1,037.80	1,037.80		
		\$1,209.37		\$0.00	\$124.47	\$64.34	\$15.05	\$35.52	\$18.16	\$175.74	\$776.09
			\$0.00	\$0.00	\$1,037.80	\$1,037.80	\$1,037.80	\$1,037.80	\$1,037.80		
900 Sowders, Zachary F	01/20/2017	1,209.37		.00	94.50	71.51	16.72	36.01	15.00	60.17	915.46
			.00	.00	1,153.37	1,153.37	1,153.37	1,153.37	1,153.37		
		\$1,209.37		\$0.00	\$94.50	\$71.51	\$16.72	\$36.01	\$15.00	\$60.17	\$915.46
			\$0.00	\$0.00	\$1,153.37	\$1,153.37	\$1,153.37	\$1,153.37	\$1,153.37		
901 Umphress, Dalton J	01/20/2017	1,209.60		.00	144.53	72.63	16.99	36.60	15.24	41.96	881.65
			.00	.00	1,171.52	1,171.52	1,171.52	1,171.52	1,171.52		
		\$1,209.60		\$0.00	\$144.53	\$72.63	\$16.99	\$36.60	\$15.24	\$41.96	\$881.65
			\$0.00	\$0.00	\$1,171.52	\$1,171.52	\$1,171.52	\$1,171.52	\$1,171.52		
10000 Wallock, Barry G 3578	01/20/2017	1,314.99		.00	135.12	78.52	18.36	39.67	16.52	77.44	949.36
			.00	.00	1,266.48	1,266.48	1,266.48	1,266.48	1,266.48		
		\$1,314.99		\$0.00	\$135.12	\$78.52	\$18.36	\$39.67	\$16.52	\$77.44	\$949.36
			\$0.00	\$0.00	\$1,266.48	\$1,266.48	\$1,266.48	\$1,266.48	\$1,266.48		
Department Facilities - Facilities		\$14,476.23		\$0.00	\$1,425.90	\$850.99	\$199.03	\$431.68	\$183.12	\$873.16	\$10,512.35
			\$0.00	\$0.00	\$13,725.94	\$13,725.94	\$13,725.94	\$13,725.94	\$13,725.94		
Department Fleet - Fleet Maintenance											
10000 Bowlen, Lisa R 0074	01/20/2017	1,498.76		.00	174.53	86.28	20.18	44.30	18.45	132.37	1,022.65
			.00	.00	1,371.56	1,391.56	1,391.56	1,371.56	1,371.56		
		\$1,498.76		\$0.00	\$174.53	\$86.28	\$20.18	\$44.30	\$18.45	\$132.37	\$1,022.65
			\$0.00	\$0.00	\$1,371.56	\$1,391.56	\$1,391.56	\$1,371.56	\$1,371.56		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Fleet - Fleet Maintenance											
913 Hash, Robert Blake	01/20/2017	1,692.55		.00	200.73	95.87	22.42	49.94	20.80	181.75	1,121.04
			.00	.00	1,546.22	1,546.22	1,546.22	1,546.22	1,546.22		
		\$1,692.55		\$0.00	\$200.73	\$95.87	\$22.42	\$49.94	\$20.80	\$181.75	\$1,121.04
			\$0.00	\$0.00	\$1,546.22	\$1,546.22	\$1,546.22	\$1,546.22	\$1,546.22		
1513 Hillenburg, Ryan W	01/20/2017	1,538.34		.00	121.33	95.38	22.31	48.45	18.75	134.66	1,097.46
			.00	.00	1,538.34	1,538.34	1,538.34	1,538.34	1,538.34		
		\$1,538.34		\$0.00	\$121.33	\$95.38	\$22.31	\$48.45	\$18.75	\$134.66	\$1,097.46
			\$0.00	\$0.00	\$1,538.34	\$1,538.34	\$1,538.34	\$1,538.34	\$1,538.34		
10000 Lazell, Lisa 0304	01/20/2017	1,626.33		.00	180.91	97.45	22.79	49.53	38.69	60.17	1,176.79
			.00	.00	1,571.77	1,571.77	1,571.77	1,571.77	1,571.77		
		\$1,626.33		\$0.00	\$180.91	\$97.45	\$22.79	\$49.53	\$38.69	\$60.17	\$1,176.79
			\$0.00	\$0.00	\$1,571.77	\$1,571.77	\$1,571.77	\$1,571.77	\$1,571.77		
914 Robinson, Frank L	01/20/2017	1,629.16		.00	143.88	90.79	21.23	52.30	24.70	353.47	942.79
			.00	.00	1,464.31	1,464.31	1,464.31	1,464.31	1,464.31		
		\$1,629.16		\$0.00	\$143.88	\$90.79	\$21.23	\$52.30	\$24.70	\$353.47	\$942.79
			\$0.00	\$0.00	\$1,464.31	\$1,464.31	\$1,464.31	\$1,464.31	\$1,464.31		
10000 Rushton, Bradley C 2061	01/20/2017	1,942.52		.00	229.95	103.16	24.13	53.74	22.38	361.66	1,147.50
			.00	.00	1,663.83	1,663.83	1,663.83	1,663.83	1,663.83		
		\$1,942.52		\$0.00	\$229.95	\$103.16	\$24.13	\$53.74	\$22.38	\$361.66	\$1,147.50
			\$0.00	\$0.00	\$1,663.83	\$1,663.83	\$1,663.83	\$1,663.83	\$1,663.83		
1123 Sciscoe, Michael G	01/20/2017	1,664.38		.00	141.00	103.51	24.21	52.68	28.54	36.70	1,277.74
			.00	.00	1,669.51	1,669.51	1,669.51	1,669.51	1,669.51		
		\$1,664.38		\$0.00	\$141.00	\$103.51	\$24.21	\$52.68	\$28.54	\$36.70	\$1,277.74
			\$0.00	\$0.00	\$1,669.51	\$1,669.51	\$1,669.51	\$1,669.51	\$1,669.51		
10000 Sharp, Keith L 0445	01/20/2017	2,179.10		.00	200.55	118.34	27.68	61.65	25.67	358.25	1,386.96
			.00	.00	1,908.78	1,908.78	1,908.78	1,908.78	1,908.78		
		\$2,179.10		\$0.00	\$200.55	\$118.34	\$27.68	\$61.65	\$25.67	\$358.25	\$1,386.96
			\$0.00	\$0.00	\$1,908.78	\$1,908.78	\$1,908.78	\$1,908.78	\$1,908.78		
815 Smith, James M	01/20/2017	2,138.74		.00	304.64	124.78	29.18	63.39	26.40	242.54	1,347.81
			.00	.00	1,962.61	2,012.61	2,012.61	1,962.61	1,962.61		
		\$2,138.74		\$0.00	\$304.64	\$124.78	\$29.18	\$63.39	\$26.40	\$242.54	\$1,347.81
			\$0.00	\$0.00	\$1,962.61	\$2,012.61	\$2,012.61	\$1,962.61	\$1,962.61		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Fleet - Fleet Maintenance											
10000 Young, Michael K 0537	01/20/2017	2,406.14		.00	443.69	156.16	36.52	81.36	33.88	36.65	1,617.88
			.00	.00	2,518.79	2,518.79	2,518.79	2,518.79	2,518.79		
		\$2,406.14		\$0.00	\$443.69	\$156.16	\$36.52	\$81.36	\$33.88	\$36.65	\$1,617.88
			\$0.00	\$0.00	\$2,518.79	\$2,518.79	\$2,518.79	\$2,518.79	\$2,518.79		
Department Fleet - Fleet Maintenance											
		\$18,316.02		\$0.00	\$2,141.21	\$1,071.72	\$250.65	\$557.34	\$258.26	\$1,898.22	\$12,138.62
			\$0.00	\$0.00	\$17,215.72	\$17,285.72	\$17,285.72	\$17,215.72	\$17,215.72		
Department HR - Human Resources											
10000 Chestnut, Janice E 0103	01/20/2017	1,813.38		.00	154.88	98.61	23.06	40.07	16.69	592.73	887.34
			.00	.00	1,240.56	1,590.56	1,590.56	1,240.56	1,240.56		
		\$1,813.38		\$0.00	\$154.88	\$98.61	\$23.06	\$40.07	\$16.69	\$592.73	\$887.34
			\$0.00	\$0.00	\$1,240.56	\$1,590.56	\$1,590.56	\$1,240.56	\$1,240.56		
1252 Groves, Sarah A	01/20/2017	395.00		.00	30.65	24.49	5.73	12.76	5.31	.00	316.06
			.00	.00	395.00	395.00	395.00	395.00	395.00		
		\$395.00		\$0.00	\$30.65	\$24.49	\$5.73	\$12.76	\$5.31	\$0.00	\$316.06
			\$0.00	\$0.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00		
965 Hendrix, Brenda K	01/20/2017	2,120.81		.00	298.48	126.35	29.55	62.60	33.91	190.17	1,379.75
			.00	.00	1,937.96	2,037.96	2,037.96	1,937.96	1,937.96		
		\$2,120.81		\$0.00	\$298.48	\$126.35	\$29.55	\$62.60	\$33.91	\$190.17	\$1,379.75
			\$0.00	\$0.00	\$1,937.96	\$2,037.96	\$2,037.96	\$1,937.96	\$1,937.96		
997 Pierson, Emily J	01/20/2017	2,353.84		.00	347.61	142.12	33.24	72.80	61.30	61.65	1,635.12
			.00	.00	2,292.19	2,292.19	2,292.19	2,292.19	2,292.19		
		\$2,353.84		\$0.00	\$347.61	\$142.12	\$33.24	\$72.80	\$61.30	\$61.65	\$1,635.12
			\$0.00	\$0.00	\$2,292.19	\$2,292.19	\$2,292.19	\$2,292.19	\$2,292.19		
1187 Shaw, M Caroline	01/20/2017	3,465.66		.00	458.44	215.61	50.43	112.33	46.77	.00	2,582.08
			.00	.00	3,477.62	3,477.62	3,477.62	3,477.62	3,477.62		
		\$3,465.66		\$0.00	\$458.44	\$215.61	\$50.43	\$112.33	\$46.77	\$0.00	\$2,582.08
			\$0.00	\$0.00	\$3,477.62	\$3,477.62	\$3,477.62	\$3,477.62	\$3,477.62		
Department HR - Human Resources											
		\$10,148.69		\$0.00	\$1,290.06	\$607.18	\$142.01	\$300.56	\$163.98	\$844.55	\$6,800.35
			\$0.00	\$0.00	\$9,343.33	\$9,793.33	\$9,793.33	\$9,343.33	\$9,343.33		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Bowlen, Kevin M 1824	01/20/2017	1,890.81		.00	253.28	108.94	25.48	55.51	23.12	161.32	1,263.16
			.00	.00	1,757.16	1,757.16	1,757.16	1,757.16	1,757.16		
		\$1,890.81		\$0.00	\$253.28	\$108.94	\$25.48	\$55.51	\$23.12	\$161.32	\$1,263.16
			\$0.00	\$0.00	\$1,757.16	\$1,757.16	\$1,757.16	\$1,757.16	\$1,757.16		
947 Brandt, Charles C	01/20/2017	2,621.01		.00	285.08	163.06	38.14	83.71	34.86	5.40	2,010.76
			.00	.00	2,630.05	2,630.05	2,630.05	2,630.05	2,630.05		
		\$2,621.01		\$0.00	\$285.08	\$163.06	\$38.14	\$83.71	\$34.86	\$5.40	\$2,010.76
			\$0.00	\$0.00	\$2,630.05	\$2,630.05	\$2,630.05	\$2,630.05	\$2,630.05		
1442 Bronson, Ronald Jr	01/20/2017	2,000.78		.00	213.50	118.63	27.74	60.56	25.22	382.75	1,172.38
			.00	.00	1,913.41	1,913.41	1,913.41	1,913.41	1,913.41		
		\$2,000.78		\$0.00	\$213.50	\$118.63	\$27.74	\$60.56	\$25.22	\$382.75	\$1,172.38
			\$0.00	\$0.00	\$1,913.41	\$1,913.41	\$1,913.41	\$1,913.41	\$1,913.41		
1406 Cress, Michael L	01/20/2017	2,255.77		.00	202.86	129.08	30.19	66.00	27.48	199.41	1,600.75
			.00	.00	2,081.88	2,081.88	2,081.88	2,081.88	2,081.88		
		\$2,255.77		\$0.00	\$202.86	\$129.08	\$30.19	\$66.00	\$27.48	\$199.41	\$1,600.75
			\$0.00	\$0.00	\$2,081.88	\$2,081.88	\$2,081.88	\$2,081.88	\$2,081.88		
1078 Davis, Ashley W	01/20/2017	1,412.31		.00	175.35	85.37	19.97	44.48	18.52	48.86	1,019.76
			.00	.00	1,377.01	1,377.01	1,377.01	1,377.01	1,377.01		
		\$1,412.31		\$0.00	\$175.35	\$85.37	\$19.97	\$44.48	\$18.52	\$48.86	\$1,019.76
			\$0.00	\$0.00	\$1,377.01	\$1,377.01	\$1,377.01	\$1,377.01	\$1,377.01		
864 DeHart, Cassandra	01/20/2017	1,510.18		.00	35.00	85.85	20.08	41.00	17.07	141.38	1,169.80
			.00	.00	1,384.62	1,384.62	1,384.62	1,384.62	1,384.62		
		\$1,510.18		\$0.00	\$35.00	\$85.85	\$20.08	\$41.00	\$17.07	\$141.38	\$1,169.80
			\$0.00	\$0.00	\$1,384.62	\$1,384.62	\$1,384.62	\$1,384.62	\$1,384.62		
10000 Dietz, Richard B 2301	01/20/2017	3,328.64		.00	606.73	206.38	48.27	106.27	44.25	4.95	2,311.79
			.00	.00	3,328.64	3,328.64	3,328.64	3,328.64	3,328.64		
		\$3,328.64		\$0.00	\$606.73	\$206.38	\$48.27	\$106.27	\$44.25	\$4.95	\$2,311.79
			\$0.00	\$0.00	\$3,328.64	\$3,328.64	\$3,328.64	\$3,328.64	\$3,328.64		
10000 Gilliland, Linda 0207	01/20/2017	2,096.40		.00	188.09	116.30	27.20	58.97	24.56	298.55	1,382.73
			.00	.00	1,825.74	1,875.74	1,875.74	1,825.74	1,825.74		
		\$2,096.40		\$0.00	\$188.09	\$116.30	\$27.20	\$58.97	\$24.56	\$298.55	\$1,382.73
			\$0.00	\$0.00	\$1,825.74	\$1,875.74	\$1,875.74	\$1,825.74	\$1,825.74		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Goodman, James R 0213	01/20/2017	1,792.21		.00	251.04	108.39	25.35	56.47	23.51	44.02	1,283.43
			.00	.00	1,748.19	1,748.19	1,748.19	1,748.19	1,748.19		
		\$1,792.21	\$0.00	\$0.00	\$251.04	\$108.39	\$25.35	\$56.47	\$23.51	\$44.02	\$1,283.43
10000 Goodwin, Justin E 2564	01/20/2017	1,704.52		.00	132.14	99.85	23.35	50.77	21.14	114.22	1,263.05
			.00	.00	1,610.41	1,610.41	1,610.41	1,610.41	1,610.41		
		\$1,704.52	\$0.00	\$0.00	\$132.14	\$99.85	\$23.35	\$50.77	\$21.14	\$114.22	\$1,263.05
10000 Haley, Laura M 0225	01/20/2017	2,633.51		.00	318.48	158.62	37.10	74.12	30.87	346.98	1,667.34
			.00	.00	2,333.34	2,558.34	2,558.34	2,333.34	2,333.34		
		\$2,633.51	\$0.00	\$0.00	\$318.48	\$158.62	\$37.10	\$74.12	\$30.87	\$346.98	\$1,667.34
10000 Ingham, Nathan C 2476	01/20/2017	2,578.71		.00	361.92	156.51	36.60	75.89	31.60	229.30	1,686.89
			.00	.00	2,349.41	2,524.41	2,524.41	2,349.41	2,349.41		
		\$2,578.71	\$0.00	\$0.00	\$361.92	\$156.51	\$36.60	\$75.89	\$31.60	\$229.30	\$1,686.89
863 Kirk, Russell L	01/20/2017	1,627.28		.00	132.41	90.18	21.09	46.98	19.56	178.33	1,138.73
			.00	.00	1,454.56	1,454.56	1,454.56	1,454.56	1,454.56		
		\$1,627.28	\$0.00	\$0.00	\$132.41	\$90.18	\$21.09	\$46.98	\$19.56	\$178.33	\$1,138.73
10000 Routon, Richard D 0420	01/20/2017	3,019.90		.00	546.57	187.88	43.94	99.65	39.41	112.45	1,990.00
			.00	.00	2,930.32	3,030.32	3,030.32	2,930.32	2,930.32		
		\$3,019.90	\$0.00	\$0.00	\$546.57	\$187.88	\$43.94	\$99.65	\$39.41	\$112.45	\$1,990.00
10000 Schertz, Alan 2504	01/20/2017	2,670.95		.00	303.19	148.23	34.67	63.20	26.32	723.37	1,371.97
			.00	.00	1,956.79	2,390.79	2,390.79	1,956.79	1,956.79		
		\$2,670.95	\$0.00	\$0.00	\$303.19	\$148.23	\$34.67	\$63.20	\$26.32	\$723.37	\$1,371.97



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
1530 Shukl, Sanket	01/20/2017	240.00		.00	.00	14.88	3.48	6.51	2.71	.00	212.42
			.00	.00	240.00	240.00	240.00	240.00	240.00		
		\$240.00		\$0.00	\$0.00	\$14.88	\$3.48	\$6.51	\$2.71	\$0.00	\$212.42
			\$0.00	\$0.00	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00		
10000 Sibbo, Walid 1341	01/20/2017	2,460.88		.00	117.21	138.51	32.39	60.36	25.13	476.89	1,610.39
			.00	.00	1,983.99	2,233.99	2,233.99	1,983.99	1,983.99		
		\$2,460.88		\$0.00	\$117.21	\$138.51	\$32.39	\$60.36	\$25.13	\$476.89	\$1,610.39
			\$0.00	\$0.00	\$1,983.99	\$2,233.99	\$2,233.99	\$1,983.99	\$1,983.99		
594 Stier, Max C	01/20/2017	1,706.91		.00	137.66	92.35	21.60	48.11	19.00	236.86	1,151.33
			.00	.00	1,489.55	1,489.55	1,489.55	1,489.55	1,489.55		
		\$1,706.91		\$0.00	\$137.66	\$92.35	\$21.60	\$48.11	\$19.00	\$236.86	\$1,151.33
			\$0.00	\$0.00	\$1,489.55	\$1,489.55	\$1,489.55	\$1,489.55	\$1,489.55		
840 White, Robert A	01/20/2017	2,571.39		.00	341.27	145.51	34.03	74.56	31.05	253.33	1,691.64
			.00	.00	2,346.93	2,346.93	2,346.93	2,346.93	2,346.93		
		\$2,571.39		\$0.00	\$341.27	\$145.51	\$34.03	\$74.56	\$31.05	\$253.33	\$1,691.64
			\$0.00	\$0.00	\$2,346.93	\$2,346.93	\$2,346.93	\$2,346.93	\$2,346.93		
Department ITS - Information &		\$40,122.16		\$0.00	\$4,601.78	\$2,354.52	\$550.67	\$1,173.12	\$485.38	\$3,958.37	\$26,998.32
			\$0.00	\$0.00	\$36,742.00	\$37,976.00	\$37,976.00	\$36,742.00	\$36,742.00		
Department Legal - Legal											
1169 Behjou, Anahit	01/20/2017	2,432.31		.00	143.92	137.86	32.24	49.46	20.60	917.72	1,130.51
			.00	.00	1,531.25	2,223.55	2,223.55	1,531.25	1,531.25		
		\$2,432.31		\$0.00	\$143.92	\$137.86	\$32.24	\$49.46	\$20.60	\$917.72	\$1,130.51
			\$0.00	\$0.00	\$1,531.25	\$2,223.55	\$2,223.55	\$1,531.25	\$1,531.25		
833 Cameron, Thomas	01/20/2017	2,571.39		.00	201.29	147.98	34.61	73.37	30.55	196.10	1,887.49
			.00	.00	2,386.79	2,386.79	2,386.79	2,386.79	2,386.79		
		\$2,571.39		\$0.00	\$201.29	\$147.98	\$34.61	\$73.37	\$30.55	\$196.10	\$1,887.49
			\$0.00	\$0.00	\$2,386.79	\$2,386.79	\$2,386.79	\$2,386.79	\$2,386.79		
1188 Guthrie, Philippa M	01/20/2017	3,655.18		.00	230.58	207.54	48.54	77.07	32.09	1,300.70	1,758.66
			.00	.00	2,424.40	3,347.40	3,347.40	2,424.40	2,424.40		
		\$3,655.18		\$0.00	\$230.58	\$207.54	\$48.54	\$77.07	\$32.09	\$1,300.70	\$1,758.66
			\$0.00	\$0.00	\$2,424.40	\$3,347.40	\$3,347.40	\$2,424.40	\$2,424.40		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Legal - Legal											
10000 McKinney, Barbara E 0334	01/20/2017	3,026.30		.00	403.72	177.81	41.59	90.23	37.57	214.76	2,060.62
			.00	.00	2,831.98	2,867.98	2,867.98	2,831.98	2,831.98		
		\$3,026.30		\$0.00	\$403.72	\$177.81	\$41.59	\$90.23	\$37.57	\$214.76	\$2,060.62
			\$0.00	\$0.00	\$2,831.98	\$2,867.98	\$2,867.98	\$2,831.98	\$2,831.98		
10000 Moore, Jacquelyn F 2553	01/20/2017	2,718.47		.00	429.66	158.89	37.16	79.54	33.12	307.79	1,672.31
			.00	.00	2,462.68	2,562.68	2,562.68	2,462.68	2,462.68		
		\$2,718.47		\$0.00	\$429.66	\$158.89	\$37.16	\$79.54	\$33.12	\$307.79	\$1,672.31
			\$0.00	\$0.00	\$2,462.68	\$2,562.68	\$2,562.68	\$2,462.68	\$2,462.68		
10000 Rouker, Michael M 3526	01/20/2017	3,040.39		.00	482.74	188.50	44.09	95.35	38.38	61.69	2,129.64
			.00	.00	2,990.39	3,040.39	3,040.39	2,990.39	2,990.39		
		\$3,040.39		\$0.00	\$482.74	\$188.50	\$44.09	\$95.35	\$38.38	\$61.69	\$2,129.64
			\$0.00	\$0.00	\$2,990.39	\$3,040.39	\$3,040.39	\$2,990.39	\$2,990.39		
10000 Toddy, Barbara L 0483	01/20/2017	1,378.30		.00	161.89	85.45	19.99	43.28	18.54	.00	1,049.15
			.00	.00	1,378.30	1,378.30	1,378.30	1,378.30	1,378.30		
		\$1,378.30		\$0.00	\$161.89	\$85.45	\$19.99	\$43.28	\$18.54	\$0.00	\$1,049.15
			\$0.00	\$0.00	\$1,378.30	\$1,378.30	\$1,378.30	\$1,378.30	\$1,378.30		
831 Wheeler, Christopher J	01/20/2017	2,571.39		.00	267.76	151.64	35.46	74.03	30.83	135.46	1,876.21
			.00	.00	2,445.83	2,445.83	2,445.83	2,445.83	2,445.83		
		\$2,571.39		\$0.00	\$267.76	\$151.64	\$35.46	\$74.03	\$30.83	\$135.46	\$1,876.21
			\$0.00	\$0.00	\$2,445.83	\$2,445.83	\$2,445.83	\$2,445.83	\$2,445.83		
10000 Whitlow, Heather G 3795	01/20/2017	1,700.87		.00	162.74	104.58	24.46	53.51	22.28	187.64	1,145.66
			.00	.00	1,656.74	1,686.74	1,686.74	1,656.74	1,656.74		
		\$1,700.87		\$0.00	\$162.74	\$104.58	\$24.46	\$53.51	\$22.28	\$187.64	\$1,145.66
			\$0.00	\$0.00	\$1,656.74	\$1,686.74	\$1,686.74	\$1,656.74	\$1,656.74		
Department Legal - Legal Totals		\$23,094.60		\$0.00	\$2,484.30	\$1,360.25	\$318.14	\$635.84	\$263.96	\$3,321.86	\$14,710.25
			\$0.00	\$0.00	\$20,108.36	\$21,939.66	\$21,939.66	\$20,108.36	\$20,108.36		
Department OOTM - Office of the Mayor											
1185 Carmichael, Mary Catherine	01/20/2017	2,746.16		.00	417.66	159.49	37.30	81.85	34.08	253.60	1,762.18
			.00	.00	2,572.38	2,572.38	2,572.38	2,572.38	2,572.38		
		\$2,746.16		\$0.00	\$417.66	\$159.49	\$37.30	\$81.85	\$34.08	\$253.60	\$1,762.18
			\$0.00	\$0.00	\$2,572.38	\$2,572.38	\$2,572.38	\$2,572.38	\$2,572.38		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department OOTM - Office of the Mayor											
10000 Daily, Diane E 2442	01/20/2017	1,397.56		.00	142.19	84.55	19.77	41.19	17.15	116.09	976.62
			.00	.00	1,313.66	1,363.66	1,363.66	1,313.66	1,313.66		
		\$1,397.56		\$0.00	\$142.19	\$84.55	\$19.77	\$41.19	\$17.15	\$116.09	\$976.62
			\$0.00	\$0.00	\$1,313.66	\$1,363.66	\$1,363.66	\$1,313.66	\$1,313.66		
1183 Hamilton, John M	01/20/2017	3,974.35		.00	301.50	247.26	57.83	91.09	37.93	1,090.90	2,147.84
			.00	.00	2,897.16	3,988.06	3,988.06	2,897.16	2,897.16		
		\$3,974.35		\$0.00	\$301.50	\$247.26	\$57.83	\$91.09	\$37.93	\$1,090.90	\$2,147.84
			\$0.00	\$0.00	\$2,897.16	\$3,988.06	\$3,988.06	\$2,897.16	\$2,897.16		
10000 Renneisen, Thomas M 0405	01/20/2017	3,874.47		.00	518.44	270.26	63.21	129.02	53.73	474.98	2,364.83
			.00	.00	4,032.98	4,358.98	4,358.98	4,032.98	4,032.98		
		\$3,874.47		\$0.00	\$518.44	\$270.26	\$63.21	\$129.02	\$53.73	\$474.98	\$2,364.83
			\$0.00	\$0.00	\$4,032.98	\$4,358.98	\$4,358.98	\$4,032.98	\$4,032.98		
1412 Walter, Elizabeth R	01/20/2017	1,686.92		.00	200.81	95.90	22.43	49.96	20.80	148.67	1,148.35
			.00	.00	1,546.75	1,546.75	1,546.75	1,546.75	1,546.75		
		\$1,686.92		\$0.00	\$200.81	\$95.90	\$22.43	\$49.96	\$20.80	\$148.67	\$1,148.35
			\$0.00	\$0.00	\$1,546.75	\$1,546.75	\$1,546.75	\$1,546.75	\$1,546.75		
1438 Wells, Morgan A	01/20/2017	127.50		.00	3.90	7.91	1.85	4.12	1.72	.00	108.00
			.00	.00	127.50	127.50	127.50	127.50	127.50		
		\$127.50		\$0.00	\$3.90	\$7.91	\$1.85	\$4.12	\$1.72	\$0.00	\$108.00
			\$0.00	\$0.00	\$127.50	\$127.50	\$127.50	\$127.50	\$127.50		
Department OOTM - Office of the Mayor		\$13,806.96		\$0.00	\$1,584.50	\$865.37	\$202.39	\$397.23	\$165.41	\$2,084.24	\$8,507.82
			\$0.00	\$0.00	\$12,490.43	\$13,957.33	\$13,957.33	\$12,490.43	\$12,490.43		
Department Plan - Planning and Transportation											
10000 Alexander, Richard L 1327	01/20/2017	2,150.29		.00	158.58	120.55	28.19	61.56	24.60	246.91	1,509.90
			.00	.00	1,944.38	1,944.38	1,944.38	1,944.38	1,944.38		
		\$2,150.29		\$0.00	\$158.58	\$120.55	\$28.19	\$61.56	\$24.60	\$246.91	\$1,509.90
			\$0.00	\$0.00	\$1,944.38	\$1,944.38	\$1,944.38	\$1,944.38	\$1,944.38		
10000 Aten, Roy E 0055	01/20/2017	2,408.12		.00	196.83	134.29	31.41	72.48	28.10	292.87	1,652.14
			.00	.00	2,166.04	2,166.04	2,166.04	2,166.04	2,166.04		
		\$2,408.12		\$0.00	\$196.83	\$134.29	\$31.41	\$72.48	\$28.10	\$292.87	\$1,652.14
			\$0.00	\$0.00	\$2,166.04	\$2,166.04	\$2,166.04	\$2,166.04	\$2,166.04		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
867 Avers, Emily J	01/20/2017	715.56		.00	67.74	40.90	9.56	21.31	17.94	63.80	494.31
			.00	.00	659.61	659.61	659.61	659.61	659.61		
		\$715.56		\$0.00	\$67.74	\$40.90	\$9.56	\$21.31	\$17.94	\$63.80	\$494.31
			\$0.00	\$0.00	\$659.61	\$659.61	\$659.61	\$659.61	\$659.61		
1071 Backler, Daniel A	01/20/2017	1,783.04		.00	160.19	108.44	25.36	55.25	23.01	48.65	1,362.14
			.00	.00	1,749.02	1,749.02	1,749.02	1,749.02	1,749.02		
		\$1,783.04		\$0.00	\$160.19	\$108.44	\$25.36	\$55.25	\$23.01	\$48.65	\$1,362.14
			\$0.00	\$0.00	\$1,749.02	\$1,749.02	\$1,749.02	\$1,749.02	\$1,749.02		
967 Cibor, Andrew S	01/20/2017	3,263.01		.00	267.56	187.30	43.80	83.79	34.89	613.00	2,032.67
			.00	.00	2,670.94	3,020.94	3,020.94	2,670.94	2,670.94		
		\$3,263.01		\$0.00	\$267.56	\$187.30	\$43.80	\$83.79	\$34.89	\$613.00	\$2,032.67
			\$0.00	\$0.00	\$2,670.94	\$3,020.94	\$3,020.94	\$2,670.94	\$2,670.94		
10000 Desmond, Joshua 0147	01/20/2017	2,918.32		.00	533.53	178.45	41.73	92.96	38.71	54.06	1,978.88
			.00	.00	2,878.15	2,878.15	2,878.15	2,878.15	2,878.15		
		\$2,918.32		\$0.00	\$533.53	\$178.45	\$41.73	\$92.96	\$38.71	\$54.06	\$1,978.88
			\$0.00	\$0.00	\$2,878.15	\$2,878.15	\$2,878.15	\$2,878.15	\$2,878.15		
1423 Gomez, Sara E	01/20/2017	1,434.56		.00	130.16	89.25	20.87	46.50	19.36	.00	1,128.42
			.00	.00	1,439.51	1,439.51	1,439.51	1,439.51	1,439.51		
		\$1,434.56		\$0.00	\$130.16	\$89.25	\$20.87	\$46.50	\$19.36	\$0.00	\$1,128.42
			\$0.00	\$0.00	\$1,439.51	\$1,439.51	\$1,439.51	\$1,439.51	\$1,439.51		
1212 Green, Sarah E	01/20/2017	126.00		.00	3.75	7.81	1.83	4.07	1.69	.00	106.85
			.00	.00	126.00	126.00	126.00	126.00	126.00		
		\$126.00		\$0.00	\$3.75	\$7.81	\$1.83	\$4.07	\$1.69	\$0.00	\$106.85
			\$0.00	\$0.00	\$126.00	\$126.00	\$126.00	\$126.00	\$126.00		
10000 Greulich, Eric L II 1741	01/20/2017	1,669.81		.00	.00	90.84	21.25	41.61	17.33	542.02	956.76
			.00	.00	1,365.18	1,465.18	1,465.18	1,365.18	1,365.18		
		\$1,669.81		\$0.00	\$0.00	\$90.84	\$21.25	\$41.61	\$17.33	\$542.02	\$956.76
			\$0.00	\$0.00	\$1,365.18	\$1,465.18	\$1,465.18	\$1,365.18	\$1,365.18		
10000 Heerdink, Jeffrey K 0241	01/20/2017	1,870.77		.00	270.91	113.32	26.50	59.03	40.58	70.45	1,289.98
			.00	.00	1,827.69	1,827.69	1,827.69	1,827.69	1,827.69		
		\$1,870.77		\$0.00	\$270.91	\$113.32	\$26.50	\$59.03	\$40.58	\$70.45	\$1,289.98
			\$0.00	\$0.00	\$1,827.69	\$1,827.69	\$1,827.69	\$1,827.69	\$1,827.69		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Kehrberg, Paul 3083	01/20/2017	1,389.02		.00	51.38	72.35	16.92	37.53	15.63	253.97	941.24
			.00	.00	1,161.92	1,166.92	1,166.92	1,161.92	1,161.92		
		\$1,389.02		\$0.00	\$51.38	\$72.35	\$16.92	\$37.53	\$15.63	\$253.97	\$941.24
			\$0.00	\$0.00	\$1,161.92	\$1,166.92	\$1,166.92	\$1,161.92	\$1,161.92		
1111 Kopper, Neil H	01/20/2017	2,881.11		.00	51.09	155.79	36.44	69.36	28.88	618.33	1,921.22
			.00	.00	2,262.78	2,512.78	2,512.78	2,262.78	2,262.78		
		\$2,881.11		\$0.00	\$51.09	\$155.79	\$36.44	\$69.36	\$28.88	\$618.33	\$1,921.22
			\$0.00	\$0.00	\$2,262.78	\$2,512.78	\$2,512.78	\$2,262.78	\$2,262.78		
1250 Langley, Christy L	01/20/2017	3,589.61		.00	344.15	207.03	48.42	105.37	43.88	250.39	2,590.37
			.00	.00	3,339.22	3,339.22	3,339.22	3,339.22	3,339.22		
		\$3,589.61		\$0.00	\$344.15	\$207.03	\$48.42	\$105.37	\$43.88	\$250.39	\$2,590.37
			\$0.00	\$0.00	\$3,339.22	\$3,339.22	\$3,339.22	\$3,339.22	\$3,339.22		
1460 Lewis, Amelia J	01/20/2017	1,652.21		.00	189.23	102.44	23.96	51.32	21.37	25.00	1,238.89
			.00	.00	1,627.21	1,652.21	1,652.21	1,627.21	1,627.21		
		\$1,652.21		\$0.00	\$189.23	\$102.44	\$23.96	\$51.32	\$21.37	\$25.00	\$1,238.89
			\$0.00	\$0.00	\$1,627.21	\$1,652.21	\$1,652.21	\$1,627.21	\$1,627.21		
10000 Lillard, Carmen 0306	01/20/2017	1,673.44		.00	93.42	85.39	19.97	42.44	17.67	326.89	1,087.66
			.00	.00	1,352.32	1,377.32	1,377.32	1,352.32	1,352.32		
		\$1,673.44		\$0.00	\$93.42	\$85.39	\$19.97	\$42.44	\$17.67	\$326.89	\$1,087.66
			\$0.00	\$0.00	\$1,352.32	\$1,377.32	\$1,377.32	\$1,352.32	\$1,352.32		
10000 Martin, Patrick P 2466	01/20/2017	1,956.68		.00	289.90	118.03	27.60	61.49	25.60	89.34	1,344.72
			.00	.00	1,903.63	1,903.63	1,903.63	1,903.63	1,903.63		
		\$1,956.68		\$0.00	\$289.90	\$118.03	\$27.60	\$61.49	\$25.60	\$89.34	\$1,344.72
			\$0.00	\$0.00	\$1,903.63	\$1,903.63	\$1,903.63	\$1,903.63	\$1,903.63		
10000 Nickel, Nathan J 1802	01/20/2017	2,033.37		.00	314.83	112.29	26.26	55.64	23.17	427.44	1,073.74
			.00	.00	1,761.05	1,811.05	1,811.05	1,761.05	1,761.05		
		\$2,033.37		\$0.00	\$314.83	\$112.29	\$26.26	\$55.64	\$23.17	\$427.44	\$1,073.74
			\$0.00	\$0.00	\$1,761.05	\$1,811.05	\$1,811.05	\$1,761.05	\$1,761.05		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Roach, James C 0414	01/20/2017	2,653.02		.00	258.06	153.13	35.81	79.13	32.95	226.29	1,867.65
			.00	.00	2,449.86	2,469.86	2,469.86	2,449.86	2,449.86		
		\$2,653.02		\$0.00	\$258.06	\$153.13	\$35.81	\$79.13	\$32.95	\$226.29	\$1,867.65
			\$0.00	\$0.00	\$2,449.86	\$2,469.86	\$2,469.86	\$2,449.86	\$2,449.86		
10000 Robinson, Scott F 1637	01/20/2017	2,653.02		.00	244.13	160.08	37.44	74.89	31.18	308.92	1,796.38
			.00	.00	2,357.00	2,582.00	2,582.00	2,357.00	2,357.00		
		\$2,653.02		\$0.00	\$244.13	\$160.08	\$37.44	\$74.89	\$31.18	\$308.92	\$1,796.38
			\$0.00	\$0.00	\$2,357.00	\$2,582.00	\$2,582.00	\$2,357.00	\$2,357.00		
882 Rosenbarger, Elizabeth M	01/20/2017	1,704.11		.00	171.02	103.14	24.12	52.49	21.86	46.27	1,285.21
			.00	.00	1,663.54	1,663.54	1,663.54	1,663.54	1,663.54		
		\$1,704.11		\$0.00	\$171.02	\$103.14	\$24.12	\$52.49	\$21.86	\$46.27	\$1,285.21
			\$0.00	\$0.00	\$1,663.54	\$1,663.54	\$1,663.54	\$1,663.54	\$1,663.54		
10000 Scanlan, Jacqueline 2363	01/20/2017	1,952.75		.00	157.93	110.51	25.84	56.33	23.46	176.18	1,402.50
			.00	.00	1,782.36	1,782.36	1,782.36	1,782.36	1,782.36		
		\$1,952.75		\$0.00	\$157.93	\$110.51	\$25.84	\$56.33	\$23.46	\$176.18	\$1,402.50
			\$0.00	\$0.00	\$1,782.36	\$1,782.36	\$1,782.36	\$1,782.36	\$1,782.36		
10000 Smethurst, Matthew L 0456	01/20/2017	1,959.16		.00	152.89	108.42	25.36	55.24	23.00	227.50	1,366.75
			.00	.00	1,748.78	1,748.78	1,748.78	1,748.78	1,748.78		
		\$1,959.16		\$0.00	\$152.89	\$108.42	\$25.36	\$55.24	\$23.00	\$227.50	\$1,366.75
			\$0.00	\$0.00	\$1,748.78	\$1,748.78	\$1,748.78	\$1,748.78	\$1,748.78		
10000 Thompson, Linda 2069	01/20/2017	1,994.08		.00	142.38	123.63	28.91	63.17	26.30	.00	1,609.69
			.00	.00	1,994.08	1,994.08	1,994.08	1,994.08	1,994.08		
		\$1,994.08		\$0.00	\$142.38	\$123.63	\$28.91	\$63.17	\$26.30	\$0.00	\$1,609.69
			\$0.00	\$0.00	\$1,994.08	\$1,994.08	\$1,994.08	\$1,994.08	\$1,994.08		
10000 White, Russell 0516	01/20/2017	1,690.91		.00	219.39	100.54	23.51	52.38	21.81	101.51	1,171.77
			.00	.00	1,621.61	1,621.61	1,621.61	1,621.61	1,621.61		
		\$1,690.91		\$0.00	\$219.39	\$100.54	\$23.51	\$52.38	\$21.81	\$101.51	\$1,171.77
			\$0.00	\$0.00	\$1,621.61	\$1,621.61	\$1,621.61	\$1,621.61	\$1,621.61		
Department Plan - Planning and		\$48,121.97		\$0.00	\$4,469.05	\$2,783.92	\$651.06	\$1,395.34	\$602.97	\$5,009.79	\$33,209.84
			\$0.00	\$0.00	\$43,851.88	\$44,901.88	\$44,901.88	\$43,851.88	\$43,851.88		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department PW - Public Works											
1197 Boatman, Kelly	01/20/2017	80.76		.00	.00	5.01	1.17	2.61	1.09	.00	70.88
			.00	.00	80.76	80.76	80.76	80.76	80.76		
		\$80.76	\$0.00	\$0.00	\$0.00	\$5.01	\$1.17	\$2.61	\$1.09	\$0.00	\$70.88
1199 Cox Deckard, Kyla	01/20/2017	80.76		.00	.00	5.01	1.17	1.37	.57	.00	72.64
			.00	.00	80.76	80.76	80.76	80.76	80.76		
		\$80.76	\$0.00	\$0.00	\$0.00	\$5.01	\$1.17	\$1.37	\$0.57	\$0.00	\$72.64
1002 Hosea, Valerie M	01/20/2017	1,291.56		.00	90.61	79.68	18.63	39.03	16.25	18.31	1,029.05
			.00	.00	1,285.17	1,285.17	1,285.17	1,285.17	1,285.17		
		\$1,291.56	\$0.00	\$0.00	\$90.61	\$79.68	\$18.63	\$39.03	\$16.25	\$18.31	\$1,029.05
1422 Palazzo, Dana	01/20/2017	80.76		.00	.00	5.01	1.17	1.37	.57	.00	72.64
			.00	.00	80.76	80.76	80.76	80.76	80.76		
		\$80.76	\$0.00	\$0.00	\$0.00	\$5.01	\$1.17	\$1.37	\$0.57	\$0.00	\$72.64
10000 Smith, Christina L 0202	01/20/2017	2,167.64		.00	338.26	131.57	30.77	67.74	28.21	142.16	1,428.93
			.00	.00	2,097.07	2,122.07	2,122.07	2,097.07	2,097.07		
		\$2,167.64	\$0.00	\$0.00	\$338.26	\$131.57	\$30.77	\$67.74	\$28.21	\$142.16	\$1,428.93
1348 Uher, Thomas A	01/20/2017	239.76		.00	.00	14.87	3.48	6.50	2.71	.00	212.20
			.00	.00	239.76	239.76	239.76	239.76	239.76		
		\$239.76	\$0.00	\$0.00	\$0.00	\$14.87	\$3.48	\$6.50	\$2.71	\$0.00	\$212.20
10000 Wason, Adam G 2982	01/20/2017	3,465.64		.00	640.24	204.91	47.92	106.75	44.45	246.23	2,175.14
			.00	.00	3,305.00	3,305.00	3,305.00	3,305.00	3,305.00		
		\$3,465.64	\$0.00	\$0.00	\$640.24	\$204.91	\$47.92	\$106.75	\$44.45	\$246.23	\$2,175.14
Department PW - Public Works Totals		\$7,406.88		\$0.00	\$1,069.11	\$446.06	\$104.31	\$225.37	\$93.85	\$406.70	\$5,061.48
			\$0.00	\$0.00	\$7,169.28	\$7,194.28	\$7,194.28	\$7,169.28	\$7,169.28		



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Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Risk - Risk											
10000 Rose, Janice R 2345	01/20/2017	1,474.67		.00	158.76	78.52	18.36	40.91	17.03	229.82	931.27
			.00	.00	1,266.43	1,266.43	1,266.43	1,266.43	1,266.43		
		\$1,474.67		\$0.00	\$158.76	\$78.52	\$18.36	\$40.91	\$17.03	\$229.82	\$931.27
			\$0.00	\$0.00	\$1,266.43	\$1,266.43	\$1,266.43	\$1,266.43	\$1,266.43		
10000 Wilson, Brian D 0677	01/20/2017	2,029.71		.00	265.88	115.90	27.11	94.57	24.81	284.10	1,217.34
			.00	.00	1,844.34	1,869.34	1,869.34	1,844.34	1,844.34		
		\$2,029.71		\$0.00	\$265.88	\$115.90	\$27.11	\$94.57	\$24.81	\$284.10	\$1,217.34
			\$0.00	\$0.00	\$1,844.34	\$1,869.34	\$1,869.34	\$1,844.34	\$1,844.34		
Department Risk - Risk Totals		\$3,504.38		\$0.00	\$424.64	\$194.42	\$45.47	\$135.48	\$41.84	\$513.92	\$2,148.61
			\$0.00	\$0.00	\$3,110.77	\$3,135.77	\$3,135.77	\$3,110.77	\$3,110.77		
Department Sanitation - Sanitation											
10000 Banks, Jason 3082	01/20/2017	1,805.04		.00	171.83	108.96	25.48	54.23	22.58	322.95	1,099.01
			.00	.00	1,717.35	1,757.35	1,757.35	1,717.35	1,717.35		
		\$1,805.04		\$0.00	\$171.83	\$108.96	\$25.48	\$54.23	\$22.58	\$322.95	\$1,099.01
			\$0.00	\$0.00	\$1,717.35	\$1,757.35	\$1,757.35	\$1,717.35	\$1,717.35		
10000 Baugh, Dan 0063	01/20/2017	1,835.40		.00	242.83	106.35	24.87	55.41	23.07	145.56	1,237.31
			.00	.00	1,715.35	1,715.35	1,715.35	1,715.35	1,715.35		
		\$1,835.40		\$0.00	\$242.83	\$106.35	\$24.87	\$55.41	\$23.07	\$145.56	\$1,237.31
			\$0.00	\$0.00	\$1,715.35	\$1,715.35	\$1,715.35	\$1,715.35	\$1,715.35		
10000 Brown, Tammy S 1920	01/20/2017	1,857.48		.00	162.35	104.11	24.35	52.19	22.25	259.55	1,232.68
			.00	.00	1,654.15	1,679.15	1,679.15	1,654.15	1,654.15		
		\$1,857.48		\$0.00	\$162.35	\$104.11	\$24.35	\$52.19	\$22.25	\$259.55	\$1,232.68
			\$0.00	\$0.00	\$1,654.15	\$1,679.15	\$1,679.15	\$1,654.15	\$1,654.15		
10000 Bruce, Roy L 3425	01/20/2017	1,648.08		.00	210.06	91.46	21.39	47.65	19.84	250.73	1,006.95
			.00	.00	1,475.11	1,475.11	1,475.11	1,475.11	1,475.11		
		\$1,648.08		\$0.00	\$210.06	\$91.46	\$21.39	\$47.65	\$19.84	\$250.73	\$1,006.95
			\$0.00	\$0.00	\$1,475.11	\$1,475.11	\$1,475.11	\$1,475.11	\$1,475.11		
584 Carter, Rhea L	01/20/2017	1,524.05		.00	184.39	89.11	20.84	46.43	19.33	106.05	1,057.90
			.00	.00	1,437.31	1,437.31	1,437.31	1,437.31	1,437.31		
		\$1,524.05		\$0.00	\$184.39	\$89.11	\$20.84	\$46.43	\$19.33	\$106.05	\$1,057.90
			\$0.00	\$0.00	\$1,437.31	\$1,437.31	\$1,437.31	\$1,437.31	\$1,437.31		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Chambers, Robert L 0101	01/20/2017	1,436.41		.00	178.35	86.61	20.26	43.88	18.27	101.05	987.99
			.00	.00	1,396.98	1,396.98	1,396.98	1,396.98	1,396.98		
		\$1,436.41		\$0.00	\$178.35	\$86.61	\$20.26	\$43.88	\$18.27	\$101.05	\$987.99
			\$0.00	\$0.00	\$1,396.98	\$1,396.98	\$1,396.98	\$1,396.98	\$1,396.98		
10000 Courter, Michael J 3810	01/20/2017	1,835.40		.00	242.83	106.35	24.87	52.92	22.04	180.01	1,206.38
			.00	.00	1,715.35	1,715.35	1,715.35	1,715.35	1,715.35		
		\$1,835.40		\$0.00	\$242.83	\$106.35	\$24.87	\$52.92	\$22.04	\$180.01	\$1,206.38
			\$0.00	\$0.00	\$1,715.35	\$1,715.35	\$1,715.35	\$1,715.35	\$1,715.35		
10000 East, Robert R 2020	01/20/2017	1,437.12		.00	177.75	86.37	20.20	45.00	18.11	76.53	1,013.16
			.00	.00	1,393.04	1,393.04	1,393.04	1,393.04	1,393.04		
		\$1,437.12		\$0.00	\$177.75	\$86.37	\$20.20	\$45.00	\$18.11	\$76.53	\$1,013.16
			\$0.00	\$0.00	\$1,393.04	\$1,393.04	\$1,393.04	\$1,393.04	\$1,393.04		
880 Elkins, Bradley J	01/20/2017	1,500.01		.00	73.85	85.53	20.00	42.07	17.52	188.30	1,072.74
			.00	.00	1,379.54	1,379.54	1,379.54	1,379.54	1,379.54		
		\$1,500.01		\$0.00	\$73.85	\$85.53	\$20.00	\$42.07	\$17.52	\$188.30	\$1,072.74
			\$0.00	\$0.00	\$1,379.54	\$1,379.54	\$1,379.54	\$1,379.54	\$1,379.54		
1509 Fields, David T	01/20/2017	1,636.68		.00	125.70	87.41	20.44	45.54	18.33	231.04	1,108.22
			.00	.00	1,409.79	1,409.79	1,409.79	1,409.79	1,409.79		
		\$1,636.68		\$0.00	\$125.70	\$87.41	\$20.44	\$45.54	\$18.33	\$231.04	\$1,108.22
			\$0.00	\$0.00	\$1,409.79	\$1,409.79	\$1,409.79	\$1,409.79	\$1,409.79		
10000 Flynn, Lowell D 0191	01/20/2017	1,715.92		.00	228.54	103.43	24.19	70.33	20.96	215.10	1,053.37
			.00	.00	1,558.19	1,668.19	1,668.19	1,558.19	1,558.19		
		\$1,715.92		\$0.00	\$228.54	\$103.43	\$24.19	\$70.33	\$20.96	\$215.10	\$1,053.37
			\$0.00	\$0.00	\$1,558.19	\$1,668.19	\$1,668.19	\$1,558.19	\$1,558.19		
10000 Fulford, Kevin D 3001	01/20/2017	1,805.04		.00	184.99	111.91	26.17	58.30	24.28	24.60	1,374.79
			.00	.00	1,805.04	1,805.04	1,805.04	1,805.04	1,805.04		
		\$1,805.04		\$0.00	\$184.99	\$111.91	\$26.17	\$58.30	\$24.28	\$24.60	\$1,374.79
			\$0.00	\$0.00	\$1,805.04	\$1,805.04	\$1,805.04	\$1,805.04	\$1,805.04		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
1415 Ham, Daniel P	01/20/2017	1,693.72		.00	193.93	102.83	24.05	52.33	21.79	63.75	1,235.04
			.00	.00	1,658.58	1,658.58	1,658.58	1,658.58	1,658.58		
		\$1,693.72		\$0.00	\$193.93	\$102.83	\$24.05	\$52.33	\$21.79	\$63.75	\$1,235.04
			\$0.00	\$0.00	\$1,658.58	\$1,658.58	\$1,658.58	\$1,658.58	\$1,658.58		
1517 Kinser, Sheldon R	01/20/2017	1,627.48		.00	208.81	97.91	22.90	49.77	26.96	74.71	1,146.42
			.00	.00	1,579.26	1,579.26	1,579.26	1,579.26	1,579.26		
		\$1,627.48		\$0.00	\$208.81	\$97.91	\$22.90	\$49.77	\$26.96	\$74.71	\$1,146.42
			\$0.00	\$0.00	\$1,579.26	\$1,579.26	\$1,579.26	\$1,579.26	\$1,579.26		
10000 Konermann, Casey J 2770	01/20/2017	1,569.60		.00	97.25	85.43	19.98	42.02	16.26	223.27	1,085.39
			.00	.00	1,377.85	1,377.85	1,377.85	1,377.85	1,377.85		
		\$1,569.60		\$0.00	\$97.25	\$85.43	\$19.98	\$42.02	\$16.26	\$223.27	\$1,085.39
			\$0.00	\$0.00	\$1,377.85	\$1,377.85	\$1,377.85	\$1,377.85	\$1,377.85		
1501 McIntire, Jerry D	01/20/2017	1,636.68		.00	210.62	98.36	23.00	51.24	21.34	65.82	1,166.30
			.00	.00	1,586.51	1,586.51	1,586.51	1,586.51	1,586.51		
		\$1,636.68		\$0.00	\$210.62	\$98.36	\$23.00	\$51.24	\$21.34	\$65.82	\$1,166.30
			\$0.00	\$0.00	\$1,586.51	\$1,586.51	\$1,586.51	\$1,586.51	\$1,586.51		
10000 Morrow, Joe E Jr 3002	01/20/2017	1,569.60		.00	22.69	83.58	19.55	39.82	16.58	256.22	1,131.16
			.00	.00	1,348.07	1,348.07	1,348.07	1,348.07	1,348.07		
		\$1,569.60		\$0.00	\$22.69	\$83.58	\$19.55	\$39.82	\$16.58	\$256.22	\$1,131.16
			\$0.00	\$0.00	\$1,348.07	\$1,348.07	\$1,348.07	\$1,348.07	\$1,348.07		
10000 Porter Jr, William A 1326	01/20/2017	1,836.32		.00	238.62	100.35	23.47	52.28	21.77	271.05	1,128.78
			.00	.00	1,618.52	1,618.52	1,618.52	1,618.52	1,618.52		
		\$1,836.32		\$0.00	\$238.62	\$100.35	\$23.47	\$52.28	\$21.77	\$271.05	\$1,128.78
			\$0.00	\$0.00	\$1,618.52	\$1,618.52	\$1,618.52	\$1,618.52	\$1,618.52		
10000 Richardson, Eric 0816	01/20/2017	1,715.80		.00	91.02	92.63	21.66	48.26	20.09	250.77	1,191.37
			.00	.00	1,494.00	1,494.00	1,494.00	1,494.00	1,494.00		
		\$1,715.80		\$0.00	\$91.02	\$92.63	\$21.66	\$48.26	\$20.09	\$250.77	\$1,191.37
			\$0.00	\$0.00	\$1,494.00	\$1,494.00	\$1,494.00	\$1,494.00	\$1,494.00		
897 Smith, Eric W	01/20/2017	1,350.00		.00	74.24	75.92	17.75	38.31	14.82	149.44	979.52
			.00	.00	1,224.44	1,224.44	1,224.44	1,224.44	1,224.44		
		\$1,350.00		\$0.00	\$74.24	\$75.92	\$17.75	\$38.31	\$14.82	\$149.44	\$979.52
			\$0.00	\$0.00	\$1,224.44	\$1,224.44	\$1,224.44	\$1,224.44	\$1,224.44		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Southern, Jeremy R 0646	01/20/2017	1,701.59		.00	190.82	91.77	21.46	47.81	19.91	254.41	1,075.41
			.00	.00	1,480.15	1,480.15	1,480.15	1,480.15	1,480.15		
		\$1,701.59		\$0.00	\$190.82	\$91.77	\$21.46	\$47.81	\$19.91	\$254.41	\$1,075.41
			\$0.00	\$0.00	\$1,480.15	\$1,480.15	\$1,480.15	\$1,480.15	\$1,480.15		
38 Todd, Roger D	01/20/2017	1,725.00		.00	.00	101.98	23.85	49.40	20.57	364.28	1,164.92
			.00	.00	1,644.83	1,644.83	1,644.83	1,644.83	1,644.83		
		\$1,725.00		\$0.00	\$0.00	\$101.98	\$23.85	\$49.40	\$20.57	\$364.28	\$1,164.92
			\$0.00	\$0.00	\$1,644.83	\$1,644.83	\$1,644.83	\$1,644.83	\$1,644.83		
10000 Walker, Shelby 3089	01/20/2017	2,320.19		.00	303.94	131.29	30.70	67.15	36.80	247.07	1,503.24
			.00	.00	2,117.50	2,117.50	2,117.50	2,117.50	2,117.50		
		\$2,320.19		\$0.00	\$303.94	\$131.29	\$30.70	\$67.15	\$36.80	\$247.07	\$1,503.24
			\$0.00	\$0.00	\$2,117.50	\$2,117.50	\$2,117.50	\$2,117.50	\$2,117.50		
Department Sanitation - Sanitation		\$38,782.61		\$0.00	\$3,815.41	\$2,229.65	\$521.43	\$1,152.34	\$483.47	\$4,322.26	\$26,258.05
			\$0.00	\$0.00	\$35,786.91	\$35,961.91	\$35,961.91	\$35,786.91	\$35,786.91		
Department Street - Street											
10000 Albright, Earl 0046	01/20/2017	2,035.35		.00	287.41	114.93	26.88	59.87	23.38	228.97	1,293.91
			.00	.00	1,853.68	1,853.68	1,853.68	1,853.68	1,853.68		
		\$2,035.35		\$0.00	\$287.41	\$114.93	\$26.88	\$59.87	\$23.38	\$228.97	\$1,293.91
			\$0.00	\$0.00	\$1,853.68	\$1,853.68	\$1,853.68	\$1,853.68	\$1,853.68		
10000 Arnold, Mark A 1118	01/20/2017	2,086.05		.00	.00	127.46	29.81	66.41	27.65	137.09	1,697.63
			.00	.00	2,055.88	2,055.88	2,055.88	2,055.88	2,055.88		
		\$2,086.05		\$0.00	\$0.00	\$127.46	\$29.81	\$66.41	\$27.65	\$137.09	\$1,697.63
			\$0.00	\$0.00	\$2,055.88	\$2,055.88	\$2,055.88	\$2,055.88	\$2,055.88		
467 Arthur, Ronald R	01/20/2017	2,040.00		.00	193.69	115.51	27.01	58.94	24.54	343.39	1,276.92
			.00	.00	1,863.07	1,863.07	1,863.07	1,863.07	1,863.07		
		\$2,040.00		\$0.00	\$193.69	\$115.51	\$27.01	\$58.94	\$24.54	\$343.39	\$1,276.92
			\$0.00	\$0.00	\$1,863.07	\$1,863.07	\$1,863.07	\$1,863.07	\$1,863.07		
966 Bitner, Daniel S	01/20/2017	1,836.71		.00	176.85	108.55	25.39	56.55	23.55	242.27	1,203.55
			.00	.00	1,750.82	1,750.82	1,750.82	1,750.82	1,750.82		
		\$1,836.71		\$0.00	\$176.85	\$108.55	\$25.39	\$56.55	\$23.55	\$242.27	\$1,203.55
			\$0.00	\$0.00	\$1,750.82	\$1,750.82	\$1,750.82	\$1,750.82	\$1,750.82		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Brewer, Troy A 0078	01/20/2017	2,517.31		.00	262.79	142.01	33.21	73.98	30.81	262.28	1,712.23
			.00	.00	2,290.42	2,290.42	2,290.42	2,290.42	2,290.42		
		\$2,517.31		\$0.00	\$262.79	\$142.01	\$33.21	\$73.98	\$30.81	\$262.28	\$1,712.23
			\$0.00	\$0.00	\$2,290.42	\$2,290.42	\$2,290.42	\$2,290.42	\$2,290.42		
10000 Burleson, Christina 0013	01/20/2017	1,262.32		.00	147.41	75.07	17.56	38.46	14.88	206.73	762.21
			.00	.00	1,190.76	1,210.76	1,210.76	1,190.76	1,190.76		
		\$1,262.32		\$0.00	\$147.41	\$75.07	\$17.56	\$38.46	\$14.88	\$206.73	\$762.21
			\$0.00	\$0.00	\$1,190.76	\$1,210.76	\$1,210.76	\$1,190.76	\$1,190.76		
10000 Capps, Phillip D 2734	01/20/2017	1,958.04		.00	207.94	121.40	28.39	63.24	26.34	47.09	1,463.64
			.00	.00	1,958.04	1,958.04	1,958.04	1,958.04	1,958.04		
		\$1,958.04		\$0.00	\$207.94	\$121.40	\$28.39	\$63.24	\$26.34	\$47.09	\$1,463.64
			\$0.00	\$0.00	\$1,958.04	\$1,958.04	\$1,958.04	\$1,958.04	\$1,958.04		
1219 Cappy, Tyson M	01/20/2017	880.13		.00	100.82	54.57	12.76	28.43	11.84	.00	671.71
			.00	.00	880.13	880.13	880.13	880.13	880.13		
		\$880.13		\$0.00	\$100.82	\$54.57	\$12.76	\$28.43	\$11.84	\$0.00	\$671.71
			\$0.00	\$0.00	\$880.13	\$880.13	\$880.13	\$880.13	\$880.13		
579 Carroll, Tony E	01/20/2017	2,034.20		.00	241.82	120.53	28.19	59.13	24.62	184.94	1,374.97
			.00	.00	1,869.03	1,944.03	1,944.03	1,869.03	1,869.03		
		\$2,034.20		\$0.00	\$241.82	\$120.53	\$28.19	\$59.13	\$24.62	\$184.94	\$1,374.97
			\$0.00	\$0.00	\$1,869.03	\$1,944.03	\$1,944.03	\$1,869.03	\$1,869.03		
10000 Combs, Levi M 1696	01/20/2017	1,892.91		.00	268.89	112.81	26.38	58.77	24.47	106.71	1,294.88
			.00	.00	1,819.59	1,819.59	1,819.59	1,819.59	1,819.59		
		\$1,892.91		\$0.00	\$268.89	\$112.81	\$26.38	\$58.77	\$24.47	\$106.71	\$1,294.88
			\$0.00	\$0.00	\$1,819.59	\$1,819.59	\$1,819.59	\$1,819.59	\$1,819.59		
10000 Corns, Frank L 0121	01/20/2017	2,117.24		.00	317.54	127.98	29.93	65.06	25.18	147.42	1,404.13
			.00	.00	2,014.19	2,064.19	2,064.19	2,014.19	2,014.19		
		\$2,117.24		\$0.00	\$317.54	\$127.98	\$29.93	\$65.06	\$25.18	\$147.42	\$1,404.13
			\$0.00	\$0.00	\$2,014.19	\$2,064.19	\$2,064.19	\$2,014.19	\$2,014.19		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee Department	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
1493 Crowe, Tommy L	01/20/2017	895.68		.00	79.50	55.53	12.99	27.69	11.53	.00	708.44
			.00	.00	895.68	895.68	895.68	895.68	895.68		
		\$895.68	\$0.00	\$0.00	\$79.50	\$55.53	\$12.99	\$27.69	\$11.53	\$0.00	\$708.44
1346 Eads, Zachary D	01/20/2017	1,759.31		.00	242.45	106.26	24.85	50.39	20.98	62.20	1,252.18
			.00	.00	1,713.83	1,713.83	1,713.83	1,713.83	1,713.83		
		\$1,759.31	\$0.00	\$0.00	\$242.45	\$106.26	\$24.85	\$50.39	\$20.98	\$62.20	\$1,252.18
929 Henderson, Scott R	01/20/2017	1,776.64		.00	173.41	96.80	22.64	50.43	21.00	243.37	1,168.99
			.00	.00	1,561.21	1,561.21	1,561.21	1,561.21	1,561.21		
		\$1,776.64	\$0.00	\$0.00	\$173.41	\$96.80	\$22.64	\$50.43	\$21.00	\$243.37	\$1,168.99
10000 Henson, Gerald Scott 1105	01/20/2017	1,950.86		.00	288.07	117.57	27.50	61.25	33.19	96.59	1,326.69
			.00	.00	1,896.30	1,896.30	1,896.30	1,896.30	1,896.30		
		\$1,950.86	\$0.00	\$0.00	\$288.07	\$117.57	\$27.50	\$61.25	\$33.19	\$96.59	\$1,326.69
894 Hitchcox, Randy A	01/20/2017	1,817.87		.00	208.17	97.76	22.86	50.93	21.21	274.29	1,142.65
			.00	.00	1,576.70	1,576.70	1,576.70	1,576.70	1,576.70		
		\$1,817.87	\$0.00	\$0.00	\$208.17	\$97.76	\$22.86	\$50.93	\$21.21	\$274.29	\$1,142.65
10000 Hupp, Greg A 0272	01/20/2017	1,727.40		.00	153.05	102.12	23.88	51.43	21.41	173.45	1,202.06
			.00	.00	1,592.10	1,647.10	1,647.10	1,592.10	1,592.10		
		\$1,727.40	\$0.00	\$0.00	\$153.05	\$102.12	\$23.88	\$51.43	\$21.41	\$173.45	\$1,202.06
10000 Ingalls, John 0275	01/20/2017	1,953.40		.00	234.52	114.07	26.68	59.43	24.75	190.19	1,303.76
			.00	.00	1,839.83	1,839.83	1,839.83	1,839.83	1,839.83		
		\$1,953.40	\$0.00	\$0.00	\$234.52	\$114.07	\$26.68	\$59.43	\$24.75	\$190.19	\$1,303.76
10000 Jacobs, Loren P 2064	01/20/2017	1,709.81		.00	120.21	98.02	22.92	48.21	20.07	198.92	1,201.46
			.00	.00	1,530.89	1,580.89	1,580.89	1,530.89	1,530.89		
		\$1,709.81	\$0.00	\$0.00	\$120.21	\$98.02	\$22.92	\$48.21	\$20.07	\$198.92	\$1,201.46



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 James, Daniel L 1162	01/20/2017	1,817.81		.00	217.21	109.78	25.67	55.95	23.30	75.01	1,310.89
			.00	.00	1,770.59	1,770.59	1,770.59	1,770.59	1,770.59		
		\$1,817.81		\$0.00	\$217.21	\$109.78	\$25.67	\$55.95	\$23.30	\$75.01	\$1,310.89
			\$0.00	\$0.00	\$1,770.59	\$1,770.59	\$1,770.59	\$1,770.59	\$1,770.59		
895 Johnson, Allan W	01/20/2017	1,815.94		.00	237.86	105.12	24.58	54.76	22.80	155.69	1,215.13
			.00	.00	1,695.47	1,695.47	1,695.47	1,695.47	1,695.47		
		\$1,815.94		\$0.00	\$237.86	\$105.12	\$24.58	\$54.76	\$22.80	\$155.69	\$1,215.13
			\$0.00	\$0.00	\$1,695.47	\$1,695.47	\$1,695.47	\$1,695.47	\$1,695.47		
68 Kinser, Herbert D	01/20/2017	1,745.75		.00	222.55	94.55	22.11	59.26	20.51	270.02	1,056.75
			.00	.00	1,525.02	1,525.02	1,525.02	1,525.02	1,525.02		
		\$1,745.75		\$0.00	\$222.55	\$94.55	\$22.11	\$59.26	\$20.51	\$270.02	\$1,056.75
			\$0.00	\$0.00	\$1,525.02	\$1,525.02	\$1,525.02	\$1,525.02	\$1,525.02		
10000 Langley, Jim N 3067	01/20/2017	1,577.60		.00	207.48	94.52	22.11	49.24	20.51	131.93	1,051.81
			.00	.00	1,524.55	1,524.55	1,524.55	1,524.55	1,524.55		
		\$1,577.60		\$0.00	\$207.48	\$94.52	\$22.11	\$49.24	\$20.51	\$131.93	\$1,051.81
			\$0.00	\$0.00	\$1,524.55	\$1,524.55	\$1,524.55	\$1,524.55	\$1,524.55		
10000 Lopossa, Stanley R 0314	01/20/2017	2,436.01		.00	397.73	137.33	32.12	71.54	28.79	250.86	1,517.64
			.00	.00	2,214.95	2,214.95	2,214.95	2,214.95	2,214.95		
		\$2,436.01		\$0.00	\$397.73	\$137.33	\$32.12	\$71.54	\$28.79	\$250.86	\$1,517.64
			\$0.00	\$0.00	\$2,214.95	\$2,214.95	\$2,214.95	\$2,214.95	\$2,214.95		
629 Love, Freddie J	01/20/2017	2,011.93		.00	338.21	125.05	29.24	65.15	27.13	19.01	1,408.14
			.00	.00	2,016.89	2,016.89	2,016.89	2,016.89	2,016.89		
		\$2,011.93		\$0.00	\$338.21	\$125.05	\$29.24	\$65.15	\$27.13	\$19.01	\$1,408.14
			\$0.00	\$0.00	\$2,016.89	\$2,016.89	\$2,016.89	\$2,016.89	\$2,016.89		
10000 Lutes, Michael B 0318	01/20/2017	2,318.49		.00	238.35	143.75	33.62	74.89	31.18	20.00	1,776.70
			.00	.00	2,318.49	2,318.49	2,318.49	2,318.49	2,318.49		
		\$2,318.49		\$0.00	\$238.35	\$143.75	\$33.62	\$74.89	\$31.18	\$20.00	\$1,776.70
			\$0.00	\$0.00	\$2,318.49	\$2,318.49	\$2,318.49	\$2,318.49	\$2,318.49		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Morris, Jeffery W 1352	01/20/2017	2,028.65		.00	249.05	107.89	25.23	56.21	30.45	345.26	1,214.56
			.00	.00	1,740.22	1,740.22	1,740.22	1,740.22	1,740.22		
		\$2,028.65		\$0.00	\$249.05	\$107.89	\$25.23	\$56.21	\$30.45	\$345.26	\$1,214.56
			\$0.00	\$0.00	\$1,740.22	\$1,740.22	\$1,740.22	\$1,740.22	\$1,740.22		
10000 Partlow, Norma L 3326	01/20/2017	2,023.79		.00	294.45	119.15	27.87	65.83	23.54	139.53	1,353.42
			.00	.00	1,921.85	1,921.85	1,921.85	1,921.85	1,921.85		
		\$2,023.79		\$0.00	\$294.45	\$119.15	\$27.87	\$65.83	\$23.54	\$139.53	\$1,353.42
			\$0.00	\$0.00	\$1,921.85	\$1,921.85	\$1,921.85	\$1,921.85	\$1,921.85		
10000 Payton, Ronald K 1099	01/20/2017	2,322.79		.00	.00	141.07	32.99	71.01	29.57	277.14	1,771.01
			.00	.00	2,275.29	2,275.29	2,275.29	2,275.29	2,275.29		
		\$2,322.79		\$0.00	\$0.00	\$141.07	\$32.99	\$71.01	\$29.57	\$277.14	\$1,771.01
			\$0.00	\$0.00	\$2,275.29	\$2,275.29	\$2,275.29	\$2,275.29	\$2,275.29		
10000 Pursell, Larry M 2636	01/20/2017	1,910.20		.00	151.50	98.07	22.94	51.09	21.28	381.97	1,183.35
			.00	.00	1,581.79	1,581.79	1,581.79	1,581.79	1,581.79		
		\$1,910.20		\$0.00	\$151.50	\$98.07	\$22.94	\$51.09	\$21.28	\$381.97	\$1,183.35
			\$0.00	\$0.00	\$1,581.79	\$1,581.79	\$1,581.79	\$1,581.79	\$1,581.79		
868 Rains, Landon S	01/20/2017	1,605.00		.00	73.88	85.54	20.01	42.08	17.52	258.79	1,107.18
			.00	.00	1,379.70	1,379.70	1,379.70	1,379.70	1,379.70		
		\$1,605.00		\$0.00	\$73.88	\$85.54	\$20.01	\$42.08	\$17.52	\$258.79	\$1,107.18
			\$0.00	\$0.00	\$1,379.70	\$1,379.70	\$1,379.70	\$1,379.70	\$1,379.70		
10000 Reynolds, John 1434	01/20/2017	2,272.91		.00	374.44	138.99	32.51	72.41	30.15	68.29	1,556.12
			.00	.00	2,241.78	2,241.78	2,241.78	2,241.78	2,241.78		
		\$2,272.91		\$0.00	\$374.44	\$138.99	\$32.51	\$72.41	\$30.15	\$68.29	\$1,556.12
			\$0.00	\$0.00	\$2,241.78	\$2,241.78	\$2,241.78	\$2,241.78	\$2,241.78		
10000 Ruble, Dareal L 0421	01/20/2017	2,214.12		.00	355.66	134.33	31.42	69.98	29.14	141.75	1,451.84
			.00	.00	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67		
		\$2,214.12		\$0.00	\$355.66	\$134.33	\$31.42	\$69.98	\$29.14	\$141.75	\$1,451.84
			\$0.00	\$0.00	\$2,166.67	\$2,166.67	\$2,166.67	\$2,166.67	\$2,166.67		



Payroll Register - Board of Public Works

Check Date Range 01/20/17 - 01/20/17

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Sanders, Daniel L 0430	01/20/2017	2,076.11		.00	195.38	125.98	29.46	61.91	23.00	83.68	1,556.70
			.00	.00	2,031.99	2,031.99	2,031.99	2,031.99	2,031.99		
		\$2,076.11	\$0.00	\$0.00	\$195.38	\$125.98	\$29.46	\$61.91	\$23.00	\$83.68	\$1,556.70
10000 Shipley, Britt J 0449	01/20/2017	2,076.10		.00	.00	121.65	28.45	63.38	26.39	364.03	1,472.20
			.00	.00	1,962.08	1,962.08	1,962.08	1,962.08	1,962.08		
		\$2,076.10	\$0.00	\$0.00	\$0.00	\$121.65	\$28.45	\$63.38	\$26.39	\$364.03	\$1,472.20
10000 Stinson, Michael L 1384	01/20/2017	1,836.71		.00	256.25	109.68	25.65	57.14	23.79	294.78	1,069.42
			.00	.00	1,769.02	1,769.02	1,769.02	1,769.02	1,769.02		
		\$1,836.71	\$0.00	\$0.00	\$256.25	\$109.68	\$25.65	\$57.14	\$23.79	\$294.78	\$1,069.42
10000 Van Deventer, Joseph 2325 D	01/20/2017	2,706.08		.00	486.26	171.37	40.08	85.62	35.65	138.19	1,748.91
			.00	.00	2,689.08	2,764.08	2,764.08	2,689.08	2,689.08		
		\$2,706.08	\$0.00	\$0.00	\$486.26	\$171.37	\$40.08	\$85.62	\$35.65	\$138.19	\$1,748.91
10000 Williams, Jon P 0519	01/20/2017	1,747.82		.00	150.48	97.65	22.84	50.87	27.56	257.23	1,141.19
			.00	.00	1,574.99	1,574.99	1,574.99	1,574.99	1,574.99		
		\$1,747.82	\$0.00	\$0.00	\$150.48	\$97.65	\$22.84	\$50.87	\$27.56	\$257.23	\$1,141.19
10000 Workman, Danna J 0532	01/20/2017	1,653.09		.00	180.74	96.90	22.66	45.64	19.00	300.07	988.08
			.00	.00	1,412.92	1,562.92	1,562.92	1,412.92	1,412.92		
		\$1,653.09	\$0.00	\$0.00	\$180.74	\$96.90	\$22.66	\$45.64	\$19.00	\$300.07	\$988.08
			\$0.00	\$0.00	\$1,412.92	\$1,562.92	\$1,562.92	\$1,412.92	\$1,412.92		
Department Street - Street Totals		\$74,448.13	\$0.00	\$0.00	\$8,332.02	\$4,367.32	\$1,021.39	\$2,252.56	\$942.66	\$7,119.13	\$50,413.05
			\$0.00	\$0.00	\$69,965.49	\$70,440.49	\$70,440.49	\$69,965.49	\$69,965.49		
Grand Totals		\$389,587.63	\$0.00	\$0.00	\$41,831.58	\$22,754.48	\$5,321.58	\$11,525.59	\$4,835.79	\$41,997.36	\$261,321.25
			\$0.00	\$0.00	\$356,626.05	\$367,007.91	\$367,007.91	\$356,626.05	\$356,626.05		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/20/2017	Payroll				389,587.63
					<u>389,587.63</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 389,587.63**

Dated this 24th day of January year of 2017.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____



Board of Public Works Staff Report

Project/Event: Interlocal Cooperative Agreement between the Indiana Department of Transportation and the City of Bloomington for the West 17th Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Andrew Cibor, Transportation & Traffic Engineer

Date: 01/24/2017

Report: This Interlocal Cooperative Agreement between the Indiana Department of Transportation (INDOT) and the City of Bloomington is a result of the I-69 Section 5 impacts to West 17th Street. The recently opened I-69 overpass at Vernal Pike/17th Street will significantly alter traffic patterns and increase traffic on W 17th Street. INDOT agrees to reimburse the City for project costs in an amount not to exceed \$4,000,000 as a part of this agreement.

The W 17th Street Reconstruction Project limits are between approximately N Crescent Road and N Monroe Street/Arlington Road.

In addition to this funding agreement, the City was also awarded \$1,000,000 for the project's construction through INDOT's Community Crossing Grant program in 2016. The Community Crossing program requires a \$1,000,000 match from the City's 2016 County Option Income Tax (COIT) redistribution.

Initial project costs are anticipated to be funded through the Redevelopment Commission's TIF but will be reimbursed through this agreement.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Interlocal Cooperative Agreement between INDOT and the City of Bloomington for the West 17th Street Reconstruction Project.

Recommend ☒ **Approval** ☐ **Denial by** Andrew Cibor

INTERLOCAL COOPERATIVE AGREEMENT
Between The
INDIANA DEPARTMENT OF TRANSPORTATION
And The
CITY OF BLOOMINGTON
For
WEST 17TH STREET RECONSTRUCTION PROJECT

EDS # _____

PREAMBLE

This Interlocal Cooperative Agreement ("the Agreement") is made and entered into this _____ day of _____, 20____, by and between the State of Indiana, acting by and through the Indiana Department of Transportation (herein after referred to as "INDOT") and the City of Bloomington, acting by and through its Board of Public Works (hereinafter referred to as the "CITY"), and hereinafter referred to collectively as the "PARTIES."

RECITALS

WHEREAS, INDOT and the CITY wish to cooperate to reconstruct West 17th Street between the Vernal Pike/17th Street Overpass associated with the Interstate 69 Section 5 project and the CITY's roundabout at the intersection of 17th Street and Arlington Road; and

WHEREAS, INDOT and the CITY agree that the expedited reconstruction of West 17th Street will be needed, as the new I-69 overpass at Vernal Pike/17th Street will significantly alter traffic patterns and increase traffic on West 17th Street; and

WHEREAS, the CITY will be responsible for all phases of improvements of West 17th Street and segments of intersecting roads in close proximity to West 17th Street (the "PROJECT"), which shall include: reconstruction of 17th Street; curb and stormwater infrastructure; pedestrian and bicycle facilities; improved sight distance and vertical alignment; necessary right of way acquisition and utility relocation associated with the aforementioned improvements; and potential conversion of Lindbergh Drive to a two-way facility (if financial resources allow after other improvements have been made); and

WHEREAS, the PROJECT limits begin at approximately North Crescent Road and extend to approximately North Monroe Street/Arlington Road in the CITY, as shown in **EXHIBIT A** to this Agreement (attached and herein incorporated for reference); and

WHEREAS, the CITY desires to expedite the PROJECT as described in this Agreement to serve the motoring public and the Bloomington community; and

WHEREAS, INDOT agrees to reimburse the CITY for any eligible costs of the PROJECT in an amount **not to exceed \$4,000,000.00** as provided herein, based upon the geometric improvements determined by the CITY with concurrence of the INDOT Seymour District Technical Services Director;

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

ARTICLE I. PURPOSE, TERM, AND ESTIMATED COST

1.1. This Agreement shall be effective on the date it is approved as to form and legality by the Office of the Indiana Attorney General. This Agreement shall terminate on December 31, 2021, unless the following condition occurs or unless terminated under the provisions of this Agreement.

A. If the PROJECT is completed, and final payment, final inspection and acceptance, and any audits have occurred prior to December 31, 2021, the Agreement shall terminate upon completion of the final audit and close out.

1.2. The estimated total cost of the PROJECT, including all phases of development, engineering, utility coordination, right-of-way acquisition and construction, is **\$6,840,000.00**. The PARTIES agree that expenses incurred in any phase of the PROJECT are eligible for reimbursement under Article IV of this Agreement for all work performed during the term of this Agreement (and in accordance with all other provisions of this Agreement).

1.3. The PARTIES anticipate that the PROJECT will be constructed entirely within CITY-owned or controlled right-of-way. In the event that any portion of the PROJECT must be constructed on state-owned rights-of-way or will impact INDOT operations, the CITY shall coordinate with INDOT on such use. In such a case, the PARTIES anticipate that the CITY may apply for an INDOT permit or that the PARTIES will enter into additional agreements.

ARTICLE II. CITY'S DUTIES

2.1. The CITY shall use local funds and is responsible for all costs of preparing and designing all documents, plans, special provisions, and permit applications for the PROJECT. This Agreement in no way binds INDOT to the approval of any INDOT permit requests (if any) from the CITY. However, INDOT agrees, in good faith, to promptly review any permit application completed by the CITY, and if appropriate, issue the applicable permit.

2.2. The CITY shall design the PROJECT using applicable industry design standards, policies and guidelines (e.g., PROWAG, AASHTO, NACTO, etc.).

2.3. The CITY shall forward all documents, plans and special provisions related to the PROJECT to INDOT Seymour District Capital Program Management Director via postal mail

and/or e-mail (as provided under **Section 4.31** of this Agreement) for review and comment. Prior to implementing substantial changes, any substantial proposed changes to PROJECT plans during construction that were previously approved by INDOT shall be resubmitted to INDOT for review and comment.

2.4. The CITY shall acquire all right-of-way necessary for construction of the PROJECT. The CITY shall provide and bear all costs of all right-of-way services for the PROJECT, and shall comply with all applicable State and federal laws and regulations. Such services include, but are not limited to, right-of-way engineering, abstracting, appraising, buying, property management, and relocation assistance. The CITY shall allow INDOT to review all documentation of the parcels related to the right-of-way acquired by the CITY for the PROJECT, if any.

2.5. The CITY shall coordinate the relocation of all utilities necessitated by the PROJECT, including, but not limited to, the City of Bloomington Utilities' water and sanitary sewer infrastructure located within the 17th Street corridor that comprises the PROJECT. The CITY shall also prepare utility relocation plans necessitated by the PROJECT for the City of Bloomington Utilities that conform to applicable industry standards and the current Construction Specifications for City of Bloomington Utilities Wastewater, Water, and Storm Projects. The City shall submit all utility relocation plans for the PROJECT to INDOT Central Office Utilities Sr. Engineer via postal mail and/or e-mail for review and comments. Approval of said utility relocation plans shall be performed by the City of Bloomington.

For INDOT: Aschalew Aberra
 Utilities Sr. Engineer
 Indiana Department of Transportation
 100 North Senate Avenue, IGCN 642
 Indianapolis, IN 46204

With Copy To: Chief Legal Counsel and Deputy Commissioner
 Indiana Department of Transportation
 100 North Senate Avenue, IGCN 758
 Indianapolis, IN 46204

 Chris Wahlman
 Capital Program Management Director
 Indiana Department of Transportation
 185 Agrico Lane
 Seymour, IN 47274

2.6. The CITY shall provide (or arrange for) competent and adequate engineering, testing, and inspection services to ensure the performance of the work is in accordance with the construction contract, plans, and specifications.

2.7. The CITY shall prepare the construction estimate and advertise for bids for construction of the PROJECT. The CITY shall let and award the PROJECT under the terms and regulations of the State of Indiana for towns and cities.

2.8. The CITY shall compel the Contractor awarded the contract for the PROJECT to indemnify and hold harmless INDOT and also include INDOT as an additional insured party under any applicable insurance policy.

2.9. The CITY shall allow INDOT to inspect the construction related to the PROJECT at any time.

2.10. The CITY shall perform, or cause to be performed, all necessary routine maintenance for the PROJECT (including mowing and the removal of noxious weeds or undesirable plants). The CITY shall undertake, or cause to be undertaken, maintenance of the PROJECT surface as needed to ensure the safety of PROJECT users.

2.11. In the event that INDOT determines, in its sole reasonable discretion, that the CITY is not adequately maintaining the PROJECT, or for any other justified reason (i.e., safety concerns for either PROJECT users or the motoring public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT may order the CITY to remove or modify the PROJECT at the CITY's expense. Except in cases of emergency (i.e., eminent threat of harm to the traveling public, whether on the PROJECT or on a highway facility), INDOT will provide ninety (90) days written notice to the CITY that the PROJECT must be removed or modified. If the PROJECT (including any accompanying structures, landscaping or lighting) is not removed or modified to INDOT's satisfaction within ninety (90) days of issuance of notice under this Section, INDOT may remove the PROJECT and bill the CITY for costs of removal.

2.12. The CITY shall submit invoices to INDOT Seymour District Capital Program Management Director (as provided under **Section 4.31** of this Agreement) on a monthly basis for completed PROJECT work as provided under **Section 3.3** of this Agreement.

With Copy To: Brad Rood
Innovative Project Delivery Operations Director
Indiana Department of Transportation
100 North Senate Avenue, IGCN 601
Indianapolis, IN 46204

2.13. The CITY shall be responsible for all costs associated with the maintenance, operation, regulation or removal of the PROJECT or PROJECT improvements.

ARTICLE III. INDOT'S DUTIES.

3.1. INDOT staff including, but not limited to, INDOT Central Office Utilities Sr. Engineer (as provided under **Section 2.5** of this Agreement) and Seymour District Capital Program Management Director (as provided under **Section 4.31** of this Agreement) shall promptly review

and, where appropriate, approve design plans, specifications, and special provisions and permit applications (if any) prepared by the CITY.

3.2. INDOT may inspect the work of the PROJECT at any time. INDOT will perform a final inspection of any improvements after construction and shall notify the CITY of any deficiencies.

3.3. Upon receipt of an invoice from the CITY (as provided under **Section 2.12** of this Agreement), INDOT shall reimburse the CITY for actual, eligible costs of work completed on the PROJECT in an amount not to exceed **\$4,000,000.00**. Payment will be made within forty-five (45) days of receipt by INDOT of an invoice.

3.4. Under no circumstances shall INDOT be obligated to reimburse the CITY more than **\$4,000,000.00** for completed work on the PROJECT under this Agreement; nor shall INDOT be required to provide funding or participate in any other costs associated with the PROJECT.

3.5. Under no circumstances shall INDOT be responsible for costs associated with the maintenance, operation, regulation, or removal of the PROJECT or PROJECT improvements.

3.6. The funding that INDOT has allocated to reimburse the CITY for eligible PROJECT expenses may not be used for any other purpose or project. In the event that the CITY incurs less than **\$4,000,000.00** in expenses in completion of the PROJECT, the balance remaining shall revert to INDOT and shall not be made available to the CITY for other purposes.

ARTICLE IV. GENERAL PROVISIONS.

4.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2. Assignment; Successors. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the CITY without the prior written consent of INDOT. This Agreement will be binding upon the PARTIES and their permitted successors or assigns.

4.3. Assignment of Antitrust Claims. As part of the consideration for this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

4.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the CITY to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Agreement. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the CITY shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

4.5. Authority to Bind the CITY. The signatories for the CITY represent that they have been duly authorized to execute this Agreement on behalf of the CITY and have obtained all necessary or applicable approvals to make this Agreement fully binding upon the CITY when their signatures are affixed, and accepted by the State.

4.6. Changes in Work. The CITY shall not commence any additional work or substantially change the scope of the work until authorized in writing by the State. The CITY shall make no claim for additional compensation in the absence of a prior written approval or amendment executed by all signatories hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

4.7. Certification for Federal-Aid Contracts Lobbying Activities. [OMITTED – NOT APPLICABLE.]

4.8. Compliance with Laws.

A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

- i. IC §24-4.7 [Telephone Solicitation Of Consumers];
- ii. IC §24-5-12 [Telephone Solicitations]; or
- iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

4.9. Condition of Payment. All services provided by the CITY under this Agreement must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with the Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation.

4.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE.]

4.11. Continuity of Services. [OMITTED – NOT APPLICABLE.]

4.12. Debarment and Suspension. [OMITTED – NOT APPLICABLE.]

4.13. Default by State. [OMITTED – NOT APPLICABLE.]

4.14. Disputes.

A. Should any disputes arise with respect to this Agreement, the CITY and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The CITY agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the CITY fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the CITY as a result of such failure to proceed shall be borne by the CITY, and the CITY shall make no claim against INDOT for such costs.

C. If the PARTIES are unable to resolve an Agreement dispute between them after good faith attempts to do so, a dissatisfied Party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied Party shall give written notice to the Commissioner and the other Party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the PARTIES the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both PARTIES. The Commissioner's decision shall be the final and conclusive administrative decision unless either Party serves on the Commissioner and the other Party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either Party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the PARTIES accept the Commissioner's decision, it may be memorialized as a written Amendment to this Agreement if appropriate.

D. Payment on Disputed Items. [OMITTED – NOT APPLICABLE.]

E. With the written approval of the Commissioner of the Indiana Department of Administration, the PARTIES may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of INDOT as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

4.15. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

4.16. Employment Eligibility Verification. As required by IC §22-5-1.7, the CITY swears or affirms under the penalties of perjury that the CITY does not knowingly employ an unauthorized alien. The CITY further agrees that:

A. The CITY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and does not employ any employees.

B. The CITY shall not knowingly employ or contract with an unauthorized alien. The CITY shall not retain an employee or contract with a person that the CITY subsequently learns is an unauthorized alien.

C. The CITY shall require its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the CITY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

4.17. Employment Option. [OMITTED – NOT APPLICABLE.]

4.18. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.19. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

4.20. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

4.22 Indemnification. The CITY agrees to exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith; or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall not provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

4.23. Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the PARTIES. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The CITY shall provide all necessary unemployment and workers' compensation insurance for the CITY's employees.

4.24. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

4.25. Insurance. [OMITTED – NOT APPLICABLE.]

4.26. Key Person(s). [OMITTED – NOT APPLICABLE.]

4.27. Licensing Standards. [OMITTED – NOT APPLICABLE.]

4.28. Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by both PARTIES.

4.29. Minority and Women's Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

4.30. Non-Discrimination.

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

Under IC 22-9-1-10 the CITY covenants that it shall not discriminate against any employee

or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The CITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

A. During the performance of this Agreement, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the

grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

4.31. Notice to PARTIES. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:	Chris Wahlman Capital Program Management Director Indiana Department of Transportation 185 Agrico Lane Seymour, IN 47274
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With Copy To:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

B. For CITY:

Andrew Cibor
Transportation & Traffic Engineer
City of Bloomington
401 North Morton Street, Suite 130
Bloomington, IN 47404

With Copy To:

Jacquelyn Moore
Assistant City Attorney
City of Bloomington
401 North Morton Street, Suite 220
Bloomington, IN 47404

4.32. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

4.33. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

4.34. Payment.

A. All payments (if any) shall be made at least thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. If the CITY has any outstanding balances on any Agreement with INDOT (including any repayment to INDOT owed under this Agreement), and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with IC §8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the CITY's allocation of the Motor Vehicle Highway Account and the Local Roads and Streets Account, if any, to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the CITY from INDOT under this or any other Agreement to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the CITY.

4.35. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or

attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

4.36. Progress Reports. [OMITTED – NOT APPLICABLE.]

4.37. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.38. Renewal Option. [OMITTED – NOT APPLICABLE.]

4.39. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

4.40. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

4.41. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.42. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CITY or its contractors as a result of this Agreement.

4.43. Termination for Convenience. [OMITTED – NOT APPLICABLE.]

4.44. Termination for Default. [OMITTED – NOT APPLICABLE.]

4.45. Travel. [OMITTED – NOT APPLICABLE.]

4.46. Indiana Veteran's Business Enterprise Compliance. [OMITTED – NOT APPLICABLE.]

4.47. Waiver of Rights. No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the

performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

4.48. Work Standards. [OMITTED – NOT APPLICABLE.]

4.49. State Boilerplate Affirmation Clause. [OMITTED – NOT APPLICABLE.]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the PARTIES have, through their duly authorized representatives, entered into this Agreement. The PARTIES, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY OF BLOOMINGTON Board of Public Works

Executed By:

Mayor John Hamilton

Kyla Cox Deckard, President
Board of Public Works

Date:

Date:

Christy Langley, Director
Planning & Transportation Department

Date:

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared John Hamilton, Kyla Cox Deckard and Christy Langley, of the City of Bloomington, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20 ____.

My Commission Expires:

Residing in _____ County

Notary Public
Name Printed: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
<i>Jackie Moore</i>
DATE: <i>1.19.17</i>

Recommended for approval by:

Date: _____

Date: _____

My County of Residence is: _____

APPROVALS

STATE OF INDIANA
State Budget Agency

Jason D. Dudich, Director

Date: _____

STATE OF INDIANA
Department of Administration

Jessica Robertson, Commissioner

Date: _____

Approved as to Form and Legality:

_____(FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date Approved: _____

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

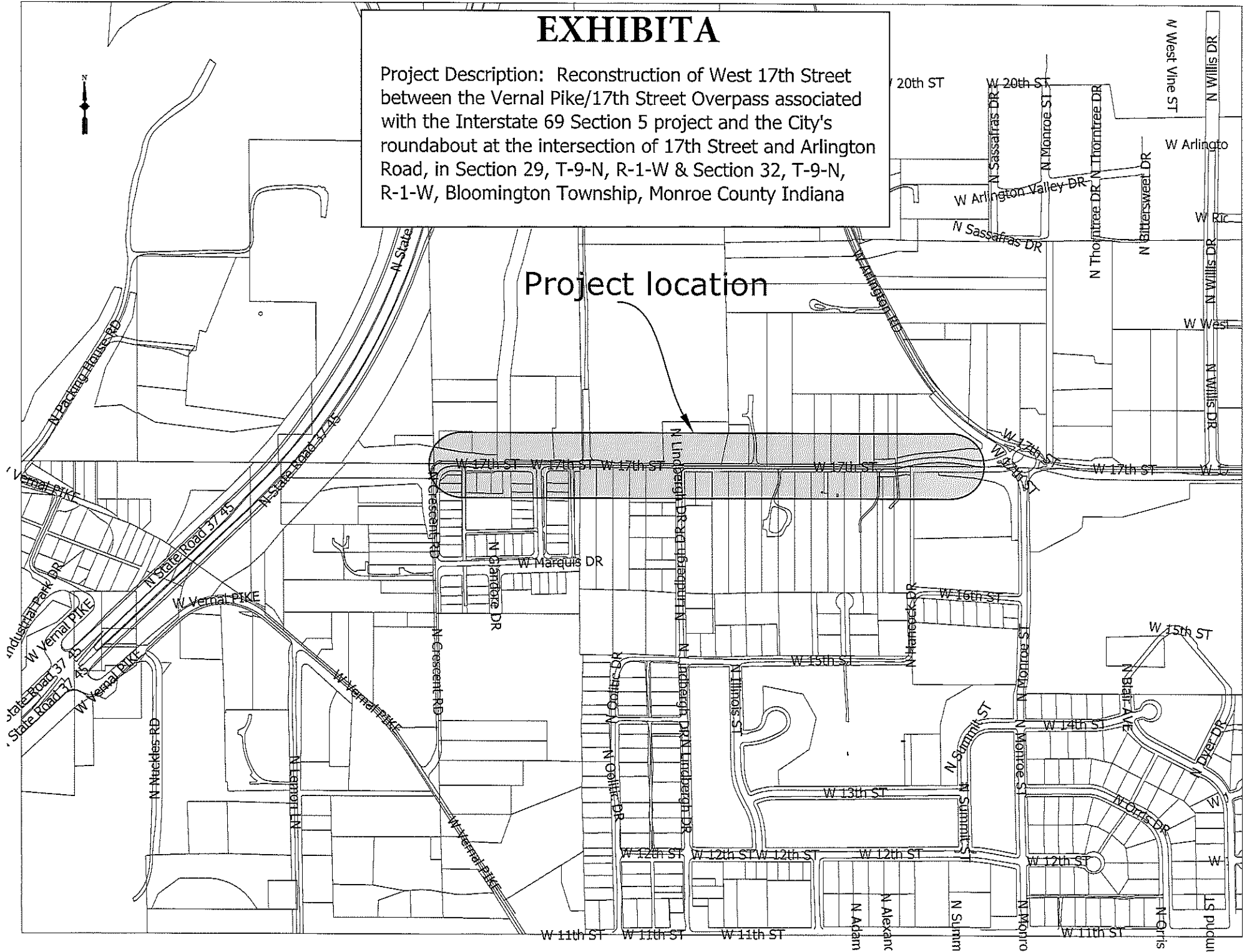
Jennifer L. Jansen, Attorney
Indiana Department of Transportation
100 N. Senate Ave., IGCN N730
Indianapolis, IN 46204
317-234-5402

Attorney No.

EXHIBITA

Project Description: Reconstruction of West 17th Street between the Vernal Pike/17th Street Overpass associated with the Interstate 69 Section 5 project and the City's roundabout at the intersection of 17th Street and Arlington Road, in Section 29, T-9-N, R-1-W & Section 32, T-9-N, R-1-W, Bloomington Township, Monroe County Indiana

Project location





Board of Public Works Staff Report

Project/Event: Approve 17th Street Reconstruction Project Design Contract with Aztec Engineering Group, Inc.
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Neil Kopper, Project Engineer
Date: 01/24/2017

Report: This contract includes design and right of way acquisition services necessary to reconstruct W 17th Street between the Vernal Pike/W 17th St Overpass and the roundabout at the intersection of 17th Street and Arlington Road/Monroe Street.

AZTEC Engineering was selected to perform this work after a competitive RFP process in which 10 firms submitted proposals and were scored. The total contract amount is \$705,053 and will be funded through the RDC and TIF; however, these fees should be reimbursed through the INDOT Interlocal Cooperative Agreement. This contract will go to the RDC for funding approval at their 1/23/2017 meeting.

Recommendation and Supporting Justification: Staff recommends that the Board approve this 17th Street Reconstruction Project Design Contract.

Recommend ☒ **Approval** ☐ **Denial by** Neil Kopper

PROJECT NAME: 17th Street (I-69 to Monroe/Arlington Roundabout) Final Design Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and AZTEC Engineering Group, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to reconstruct 17th Street from the Vernal Pike Overpass of I-69 to the Monroe/Arlington Roundabout; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of way acquisition, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of Seven Hundred Five Thousand Fifty Three Dollars (\$705,053.00). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be

caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Consultant:

AZTEC Engineering Group, Inc.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Attn.: Adrian Reid

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Consultant.

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Commission obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Commission shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subconsultant is liable to the Commission for actual damages.

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of this Agreement with the Commission.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

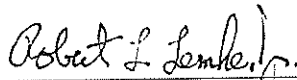
City of Bloomington
Board of Public Works

By: _____

Kyla Cox Deckard
President

Consultant

AZTEC Engineering Group, Inc.



Robert L. Lemke, Jr.
Chief Executive Officer

By: _____

John Hamilton,
Mayor

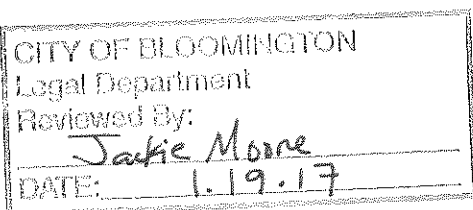


EXHIBIT A
SCOPE OF ENGINEERING SERVICES



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



EXHIBIT A – SCOPE OF SERVICES
17th Street (Lismore Drive to Monroe Street)
City of Bloomington, IN
Project Number: INMUN1601
Revised January 18, 2017

PROJECT BACKGROUND

The 17th Street Project from Lismore to Monroe was a result of an agreement between the City of Bloomington (City) and the Indiana Department of Transportation (INDOT) during the Partnering Agency meetings for I-69 Section 5. The project is listed in the FEIS/ROD for Section 5 as an environmental commitment because I-69 Section 5 includes a bridge at the west end of 17th Street, spans the mainline of I-69, and connects to Vernal Pike on the west side of the highway. With the new connection across I-69 to Vernal Pike, the City anticipates additional traffic in this roadway segment and has already made improvements to the intersection of 17th Street and Arlington Road. With completion of the bridge and connection to Vernal Pike imminent, improvements to the remaining segment of 17th Street are needed as soon as possible.

PROJECT OVERVIEW

AZTEC will provide professional design services for the development of final roadway plans of 17th Street for construction in INDOT Fiscal Year 2018. This project is funded through a combination of sources, including Community Crossroads funding, an INDOT interlocal cooperative agreement, and local funding sources.

The 17th Street Project includes full reconstruction of the existing roadway, multiuse path on the north side of 17th Street and sidewalk on the south side. 17th Street will be designed with one lane in each direction with curb and gutter, storm sewer, utility adjustments, street lights, pedestrian crosswalks, and new driveway aprons. Improvements to Lindbergh Drive include the possibility of converting it from a one-way to a two-way street. Design of utility relocations for City of Bloomington Utilities (CBU) will be included as a part of the design.

PROJECT LOCATION

This project is located in the City of Bloomington on 17th Street between the I-69 Vernal Pike/17th Street overpass and the 17th /Arlington/Monroe Roundabout, for a distance of 2500 ft. in length.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



BASIS OF ESTIMATE

PROJECT SCOPE FINAL DESIGN – 17th Street

The following text describes the Scope of Services to be provided for the City of Bloomington and includes the assumptions made in the development of the scope.

1. Data Collection, Survey, Geotechnical Investigation

- A. AZTEC's scope and cost proposal includes the following:
- Compilation of plans, platting, and City GIS information for reference.
 - Incorporation of GIS information into CAD to cross-reference field survey.
- B. AZTEC's sub-contractors Data Collection includes the following:
- *Bledsoe Riggert Cooper James (BRCJ)* – Topographic survey, route plat survey
 - *Earth Exploration, Inc.* – Geotechnical Investigation and recommendations
 - *Courtland Title* – Title & Encumbrance Reports
- C. The City will provide the following information:
- GIS/CAD information for the corridor and any adjacent projects. This includes CBU facilities, storm water, roadway, parcel, building, address, and other information that AZTEC may request.
 - Relevant plan information for the 17th and Arlington Roundabout Project.
 - Any information regarding the original construction or platting of 17th Street (if available).
- D. Assumptions regarding Data Collection include the following:
- Written survey notice provided and distributed by AZTEC, but the City of Bloomington will approve the notifications.
 - Survey distances will be provided as "ground" distances.
 - Plan information for 17th and Crescent intersection improvements provided by AZTEC as conducted with I-69 Section 5 design work.
 - Survey will capture trees that are 4" DBH and over and will identify them as coniferous or deciduous.
 - Vertical control will be based on NAVD 88 Datum. The correction between NAVD 88 and the control used for I-69 will be noted on the plans for the project control conversion from the I-69 Project Limits to the 17th Street Project.
 - Title work has been estimated based on 20 parcels with a 50% split between residential and commercial properties.
 - The Geotechnical investigation includes up to four borings for design of a possible retaining wall and establishing a rock profile for the excavation quantity purposes.

2. Meetings

A. AZTEC's scope and cost proposal includes the following meetings:

- One (1) Early Public Outreach Meeting to be attended by one AZTEC staff. The meeting will be led by the City and held with stakeholders, Crescent Bend Neighborhood Association, and elected officials. The meeting will occur before design work begins, and its purpose will be to solicit input on the project design and amenities.
- One (1) formal Public Meeting at approximately 15% design completion with the purpose of vetting up to three (3) design options to a wider public audience than the Early Public Outreach Meeting. This meeting will be open house format and attended by three (3) AZTEC staff. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
- One (1) Public Outreach Meeting at 80% design completion with the purpose of receiving feedback from stakeholders on the design and amenities, such as landscaping, which can be changed before the design is finalized for bidding. The meeting will be open house format and facilitated an AZTEC staff of three (3) people. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
- One (1) Utility Field Check meeting at 60% design with the project Utility Coordinator and two (2) AZTEC staff in attendance with the purpose of meeting with representatives from all utility companies, including CBU, to discuss potential impacts to their facilities, relocations, and protect in place plans.
- Three (3) Over-the-Shoulder (OTS) design review meetings hosted by AZTEC with the purpose of reviewing design development with City staff. These meeting will last one hour and will allow the City to review design progress and give input on the direction of the design.
- Three (3) meetings with City boards and commissions such as Tree Commission, Redevelopment Commissions, and Board of Public Works will be included in the scope. One AZTEC team member will attend each meeting as directed by City staff.
- Ten (10) status meetings with City Planning and Engineering staff for the duration of design.
- One (1) pre-bid meeting to provide support and answer contractor questions during the bidding process.

B. AZTEC sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.

C. The City will provide the following:

- Approval and distribution of public notices for public meetings.
- Obtaining all Public Meeting Locations and appropriate insurance, except the OTS meetings at AZTEC's Bloomington office.

D. Assumptions regarding Meetings include the following:

- AZTEC will provide visual materials and plans for each public meeting. These materials will be coordinated and approved by the City Staff a minimum of one week prior to the meeting.
- A Project Kickoff meeting is not specifically listed and was assumed to be included in one of the ten status meetings.
- Sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.

3. Signing, Marking, Lighting, and Maintenance of Traffic (MOT)

A. AZTEC's scope and cost proposal for Signing, Marking, Lighting, and MOT includes the following:

- MOT plans showing a full closure of 17th Street during construction. Local access for residents and services (municipal, postal, etc.) will be provided.
- Street lighting design for the 17th Street project limits at a minimum this will include lighting all public street intersections.
- Details, General Notes, and Plan Sheets appropriately scaled for implementation of new signage, marking, MOT, and street lighting.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Signing, Marking, Lighting, and MOT.

C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Direction on lighting design for the corridor.
- Input on specific signage, striping, and other permanent countermeasures (RRFBs, etc.) for inclusion in the design plans and specifications.

D. Assumptions regarding Signing, Marking, Lighting, and MOT include the following:

- The intent of street lighting is to illuminate the roadway and will follow the road alignment. Street lighting is not anticipated to be pedestrian scale with publicly vetted decorative light poles.
- Street lighting fixtures are assumed to be from a list of standard options provided by the Department of Public Works in coordination with Duke Energy.
- MOT, signage and striping plans will be designed in accordance with Indiana MUTCD standards.

4. Roadway Design

A. AZTEC's scope and cost proposal for Roadway Design services include the following:

- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.
- Quantities, cost estimates, and bid specifications to be included in a bid package for a public bidding process through the City Board of Public Works.
- A revised vertical alignment to improve sight distance at Lindbergh Drive.
- A revised horizontal alignment at the east end of 17th Street by extending the exit curve from the 17th & Arlington Roundabout and shifting the roadway to the south. This design detail is proposed to avoid relocation of Duke utility poles but expected to be finalized during design. Final design will include the geometric features required both to complete the project as scoped and to achieve the project goals.
- Cross-section sheets at 50 ft. intervals, at driveway locations, and where other unique features require additional detail for construction.
- Design of a 10-foot-wide multiuse path along the north side of 17th Street. The path termini are the multiuse path at the 17th & Arlington Roundabout and the path constructed with I-69 as part of the improvements to 17th Street and Crescent Road.
- A buffer between the back of curb and multiuse path varying in width from 0 ft. to approximately 25 feet to avoid relocating Duke Energy utility poles to the extent practicable. An existing sidewalk along the north side of 17th Street will be removed and replaced by the multiuse path.
- A sidewalk on the south side of 17th Street. Existing sidewalk already exists from Lismore Drive to Lindbergh Drive and will be maintained in place where it already complies with ADA. No sidewalk exists between Lindbergh Drive and the roundabout path. AZTEC will design new sidewalk facilities that will include either a 6 ft. monolithic sidewalk or 5 ft. sidewalk with 5 ft. tree plot, depending on the ROW constraints and proposed changes to the roadway alignment. Sidewalk design will comply with PROWAG.
- Design of Lindbergh Drive to accommodate Bloomington Transit bus traffic including, at the City's direction, the possible conversion of Lindbergh Drive to a two-way street.
- Plan submittals at 60% and 100% comprised of one (1) set of 11x17 (half-scale) plans and one (1) set of 22x34 (D-size, full scale) plans.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Roadway Design.

C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Input on permanent roadway elements (detectable warning plates, street trees, hand holes, walls, etc.) for inclusion in the design plans and specifications.
- Direction on the possible conversion of Lindbergh Drive to a two-way street.
- Plan submission of AZTEC's roadway plans, specifications, special provisions, and documents via email to INDOT for review and comment. This review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding Roadway Design include the following:

- Plan sheets and profile sheets for the length of the 17th Street project, approximately 2500 feet counting the tie-ins to prior projects at either end of the project. The sheets scale will be 1" = 20 ft.
- The project design will emphasize bicycle and pedestrian features, and priority should be given to these modes of transportation.
- Indiana Design Manual (IDM) is not the preferred design guidance as on a traditional, federally funded project. AZTEC will draw from NACTO, ITE, and AASHTO guidance in designing a project balancing vehicular needs with the needs of bicyclists and pedestrians in the corridor.
- Design speed and posted speed will be designed using 30 mph (if possible).
- The proposed vertical alignment for 17th Street should preserve the natural terrain to the extent practicable.
- No traffic studies or analyses pertaining to 17th Street will be conducted.
- AZTEC will provide design plans to the City for their review and comment concurrently with INDOT's cursory review of the roadway plans. INDOT's review is assumed to occur only one (1) time and will not be a formal review conducted for a typical LPA project with federal aid. INDOT reviews of over two (2) weeks may delay the project schedule.

5. Utility Design

A. AZTEC's scope and cost proposal for Utilities Design includes the following:

- A Utility Coordinator (sub-consultant) will contact the utility owners located within the 17th Street corridor.
- Preparation of Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of municipally owned and maintained utilities and fiber optic facilities.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- A Field Check meeting will be performed at approximately 60% complete plans as described in 2. Meetings. The Utility Coordinator will schedule and facilitate the meeting.
- Review of each utility owner's utility relocation and/or protect in place plans by the Utility Coordinator and AZTEC staff to ensure their incorporation in the plans.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us

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- Contacting the utility owners within the boundaries of the project to request and collect the available utility maps, plans and as-built records. Preliminary review of the project indicates that the utility owners in the area include but are not limited to the following:
 1. CBU (water, sewer, storm)
 2. Vectren Gas
 3. Duke Energy
 4. Comcast
 5. AT&T
 6. Smithville
 7. Zayo
 8. US Signal
 - Design of CBU relocations for the 24" water main, sewer lines and all CBU facilities requiring relocation or protection in place for the project. AZTEC will coordinate directly with CBU to determine their relocation needs.
 - Design of fiber conduit for the City's City-wide Broadband initiative. The fiber conduit will begin at the Vernal Pike Bridge east terminus and extend to the roundabout to a location to be determined by the City.
 - It has been assumed that up to 40 Potholes will be required for this project. AZTEC will perform the potholing services and Payment will be based on the actual number of potholes taken.
 - Plan submissions comprised of one (1) set of 11x17 (half-scale) plans and one (1) set of 22x34 (D-size, full scale) plans. Two full scale plan sets will be submitted to CBU when plans are approved and finalized.
 - Preparation of utility clearance letters for each submittal using the City's format.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.
- B. AZTEC's sub-contractors for Utility Design include the following companies (please refer to the scope of services attached at the end of AZTEC's scope):
- *Christopher B. Burke Engineering, LLC (CBBEL)* – Utility Coordination
- C. The City will provide the following:
- Feedback in written form or on plan mark-ups for formal submissions.
 - GIS information regarding CBU facilities in the 17th Street corridor.
 - As-built information, if available, for the 24" water main, sewer, and any facilities in the project area.
 - Easement information for any water, sewer, or storm water in the project area.
 - Guidance on the extent of relocation work necessary for CBU facilities identified in the corridor (relocate or protect in place)
 - Submission via email of AZTEC's utility relocation plans to INDOT for review and comment. This review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding Utility Design include the following:

- Submittals to CBU in accordance with their review process. Design of CBU facilities will follow current CBU Standards and Specifications. City Planning and Engineering Project Management staff will be copied on all correspondence with CBU.
- CBU relocation design will be incorporated into Roadway plans and bid simultaneously as one project. AZTEC coordination with the City of Bloomington Utility Service Board is not anticipated.
- AZTEC will coordinate with City ITS staff to determine their needs for fiber optic facilities in the corridor and copy City Planning and Engineering Project Management staff on all correspondence.
- Meetings with Utility Service Board (USB) and USB approvals are not anticipated for the project.
- Design of the fiber conduit will include conduit and hand holes only. AZTEC will not be involved in the design of the fiber line and associated equipment.
- AZTEC will not identify any future utility needs for the City as part of the design. Design of utility alignments and service requirements of future utilities will not be provided as part of these services.
- AZTEC will provide utility relocation plans to the City for their review and comment concurrently with INDOT's cursory review of the relocation plans. INDOT's review will not be the formal review conducted for a typical LPA project with federal aid. INDOT reviews of over two (2) weeks may delay the project schedule.

6. Structural Design

A. AZTEC's scope and cost proposal for Structural Design services include the following:

- Retaining wall design for approximately 500 ft. of retaining wall where the roadway may be lowered west of the Lindbergh Drive intersection and in other locations where ROW is constrained.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of retaining walls within the public ROW.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Structural Design.

C. The City will provide the following:

- Direction on the desired aesthetics for new retaining walls in the corridor.

D. Assumptions regarding Structural Design include the following:

- Retaining wall is anticipated to be used where the roadway profile is being lowered and in areas where ROW is constrained.

7. Drainage Design

A. AZTEC's scope and cost proposal for Drainage Design include the following:

- A storm water system to capture runoff via ditches, curb and gutter, inlets and storm pipe.
- A Storm Water Pollution Prevention Plan (SWPPP) and Rule 5 permit for land disturbance of over 1 acre in accordance with 320 IAC 15 Rule 5.
- Post-construction Best Management Practices (BMPs) including surface stabilization, runoff control, runoff conveyance, outlet protection, and storm water quality measures.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of storm water infrastructure elements.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Drainage Design.

C. The City will provide the following:

- Feedback in written form or on plan mark-ups for formal plan submissions.
- Input on permanent drainage elements for inclusion in the design plans and specifications.
- As-built information, if available, of public and private storm water infrastructure for City projects and private developments in the project area.
- Direction on preferred Storm Water Quality BMPs for implementation in the drainage design.

D. Assumptions regarding Drainage Design include the following:

- The City will review plan submissions for drainage design and Rule 5 review. However, the SWPPP plans ultimately will be submitted for agency review and permit issuance to the Monroe County Soil and Water Conservation District and IDEM.
- The 2-year pre-development and 2-year post development storm water runoff must match. The same applies to the storm water design for the 10-year and 100-year rainfall events.
- Storm water detention will not specifically be required by the City because the design will extend storm water pipe for the length of the project.
- Detention may be utilized as a post-construction BMP for storm water quality as directed by the City.

8. Right-of-Way Engineering Services

A. AZTEC's scope and cost proposal for ROW Engineering Services include the following:

- Preparation of ROW Exhibits (Plats) for parcels requiring acquisition.
- Preparation of Legal Descriptions for parcels requiring acquisition.
- Management of ROW Acquisition sub-consultant activities.
- Appraisal Problem Analyses (APAs), Appraisals, and Review Appraisals following the Uniform Act process established by INDOT.
- Title and Encumbrance Reports to identify all recorded encumbrances on potential ROW.
- ROW Engineering and a route plat survey for the project.
- Buying and ROW management services to facilitate an organized, prioritized acquisition process. AZTEC will utilize a two track process identifying and prioritizing higher priority parcels and lower priority parcels for acquisition. High priority parcels will begin the acquisition process first.

B. AZTEC's sub-contractors for ROW Engineering & Acquisition Services include the following companies (please refer to their respective scopes of services attached at the end of AZTEC's scope):

- *Todd Taylor* – ROW Buying Services
- *Monroe-Owen Appraisals* - Appraisals
- *First Appraisal Group* – APAs and Review Appraisals

C. The City will provide the following:

- Recording fee reimbursement at cost.
- Review and approval of appraisers' Statements for Basis of Just Compensation by City Legal. AZTEC will provide the text and documents and disperse offer letters after receiving City approval.
- Review and authorization to distribute 10-day letters before the end of the 30 day offer period or as otherwise determined by the City. AZTEC will provide the text of the 10-day letter to the City for approval.
- Approval of administrative settlements
- Submission of documentation of parcel acquisitions to INDOT via email for review and comment. The INDOT review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding Right-of-Way Acquisition Services include the following:

- Up to 20 parcels require acquisition. The ROW Acquisition will follow the Uniform Act but not the INDOT process utilizing the LRS system.
- Without APAs, the type of appraisal necessary (e.g. waiver valuations, long form and/or short form) are unknown. As a result, ROW services are proposed as a "cost-plus, not-to-exceed" amount.
- For parcels identified for waiver valuations, a review appraisal will not be necessary and would therefore not be conducted.



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- ROW acquisition is "fee simple," so ROW will not be acquired as easement.
- ROW acquisition documentation will be provided to the City to email to INDOT for a cursory review but not INDOT's formal approval of land acquisition via the LPA process using federal funds.

9. Landscape Architecture Services

- A. AZTEC's proposed estimate to provide Landscape Architectural design services is based on the following:
- Basic Landscaping elements including street trees, retaining wall aesthetics, final contours, and re-establishment of turf.
 - Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.
 - Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.
- B. AZTEC will not utilize sub-consultants for Landscaping Services.
- C. The City will provide the following:
- Review and comment of formal submissions in written form or on plan mark-ups.
 - Direction regarding selection of landscape elements for inclusion in the landscape plans.
- D. Assumptions regarding Landscaping Services include the following:
- The project does not include a formal streetscape design. Decorative lighting, provisions for public art opportunities, specialized signage, decorative plantings, etc. are not included in the scope and would be added with a contract modification.
 - Street tree species selection and will be coordinated with the City Urban Forester and Tree Commission. City Planning and Engineering Project Management staff will be copied on all correspondence.
 - Removal of trees in the public ROW will follow the City Ordinance for removal of trees in the ROW and coordinated with the City Urban Forester and Tree Commission.

10. Environmental Services

- A. AZTEC's proposed estimate to provide Environmental Services for the design of this project is based on the following:
- Compliance with IEPA including a state clearance document in a format provided by INDOT, or if no established format or requirements exist, an adapted INDOT CE/EA form removing references and requirements to federal references. The only alternatives considered will be build and no-build.

- A red-flag investigation (RFI) to determine if Phase I investigations are recommended for properties requiring ROW acquisition.
 - A Public Involvement Plan (PIP) which includes early coordination letters for agencies and stakeholders distributed on City letterhead.
 - Three public meetings (see **2. Meetings**) held at City or another public facility.
 - Consultation with INDOT-CRO to determine whether an archaeological survey is needed.
 - Storm water requirements will be handled with a Rule 5 permit through IDEM.
- B.** AZTEC will not utilize sub-consultants for Environmental Services.
- C.** The City will provide the following:
- Appropriate staff for purposes of coordination regarding project impacts on historic properties, tree canopy, karst features, etc.
 - Assessment and feedback in written form or on plan mark-ups regarding project compliance with applicable City ordinances and overall environmental impacts.
 - Direction regarding any required mitigation as a result of the project.
- D.** Assumptions regarding Environmental Services include the following:
- Right-of-way will be acquired for this project. It has been assumed that acquisitions will not result in any residents or businesses being displaced.
 - If an archaeological survey is required, that effort will be submitted under a separate scope and cost.
 - There is no involvement with farmland.
 - There will be no socioeconomic impacts or impacts to protected populations as a result of the project. No detailed analysis of these resources will be performed.
 - No detailed analysis of secondary and/or cumulative impacts will be performed
 - Because this project will not increase through-capacity, traffic speeds, heavy truck percentage, or substantially change the vertical profile of the road, no traffic noise analysis will be performed.
 - The project is located in an area that meets NAAQS; no air quality analysis is required
 - No detailed analysis of visual resources impacts is required.
 - Construction-related impacts will be addressed through compliance with Bloomington municipal code and construction/excavation permitting requirements.
 - Traffic control, property access, and detours will be designed and implemented in accordance with Bloomington municipal code. Access to adjacent residences and businesses will be maintained throughout construction.
 - No cemetery will be impacted by this project.
 - Section 4(f) does not apply to this project because no federal aid funds will be used.



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- Although the City of Bloomington is not a party to the Karst MOU, the project will abide by the stipulations of the MOU should karst impacts be identified during construction
- Impacts to Endangered Species Act-protected species and nesting birds protected under the Migratory Bird Treaty Act will be coordinated with the Indiana Department of Natural Resources Division of Fish and Wildlife.
- There are no apparent US Army Corps of Engineers jurisdictional streams or wetlands in the project limits. Section 404/401 permitting is not a requirement of this project.
- There are no anticipated impacts to ground or drinking water.
- The project area does not occur within a sole source aquifer area.
- According to the FEMA FIRM map for the area, there are no floodplains in the project limits.
- There are no State Natural, Scenic, and Recreational Rivers in the project limits.

11. General Administration

A. AZTEC's proposed estimate to provide General Administration services for the design of this project is based on the following:

- Coordination with City of Bloomington as needed for the design.
- Coordination with sub-consultants as required for the design services.
- Administration of project-related office services (meeting agendas, contract administration, copies, invoicing, etc.)
- A Quality Control Review of all plans and calculations will occur for each submittal. This activity is accounted for in the individual design categories and review activities are directed by the Quality Manager.
- AZTEC will provide an engineer's construction cost estimate and bid schedule as part of the 60% and 100% submittals. AZTEC will also provide conceptual estimates presented as a cost range specifically for any options presented at public meetings.
- AZTEC will provide technical specifications for the projects as part of the 100% final submittal.

B. AZTEC will not utilize sub-consultants for Project General Administration.

12. Exclusions

In addition to the exclusions noted in the prior text, the following items have also been excluded from the scope of services:



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- Traffic engineering / traffic studies in the 17th Street corridor.
- Pavement design in accordance with the INDOT Design Manual.
- Environmental services and approvals following the NEPA process.
- Formal streetscape design in the 17th Street corridor.
- US Army Corps of Engineers 401 & 404 permits applications.
- Railroad coordination and permitting.
- Formal INDOT plan review submissions following the INDOT-LPA process for federal aid projects.
- ROW Relocation Services.
- Construction inspection and materials testing services.

EXHIBIT A.1
BRCJ Survey Scope & Cost

September 19, 2016

Adrian Reid
AZTEC Engineering
320 West 8th Street, Suite 100
Bloomington, Indiana 47404
Office: 812.717.2560
Email: areld@aztec.us

Re: City of Bloomington 17th Street Project - Bloomington, Indiana

Mr. Reid,

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the City of Bloomington 17th Street project. We propose to perform the following scope of services for a **Lump Sum Fee of \$29,225.00.**

SCOPE OF SERVICES:

- 1) Prepare a Route Survey per Title 865 Indiana Administrative Code.
 - a. Establish apparent right-of-way lines on both sides of 17th Street from the west end of the 17th/Arlington Road roundabout project to the I-69 project limits near the intersection of North Crescent Road.
 - b. Provide the parcel number, current owner, current deed of record, and the property address of the parcels affected.
- 2) Prepare a topographic survey.
 - a. A topographic survey will be performed based on the attached Proposed Topographic Survey Limits for approximately 15 acres. Area under construction for the Vernal Pike I-69 bridge near the west end of the 17th Street project is not included in the survey limits.
 - b. Locate trees 4" in diameter and larger. Note the size and if it is a deciduous or a coniferous tree.
 - c. Locate visible (risers, meters, valves, ect...) utilities and utilities marked by Indiana 811. Overhead utilities will be identified as overhead without special investigation to the type or nature.
 - d. Locate storm and sanitary structures. Rim, Inverts, and pipe sizes will be noted.
- 3) Established horizontal/vertical control.
 - a. Horizontal control will be established on a random local coordinate system.
 - b. Distances will be provided as ground distances.
 - c. Vertical control will be based upon the NAVD 88 Datum. The correction between the I-69 vertical control and NAVD 88 will be noted for transition into the I-69 project at the west end of the 17th Street project.
 - d. Horizontal/Vertical control will be established every 500' along the limits of the project.
- 4) Provide a final AutoCAD Civil 3D drawing (.dwg) and PDF (.pdf) of the combined Route Survey and topographic survey once completed.
- 5) Schedule.
 - a. Research will begin within 1 week of notice to proceed.
 - b. Field work will begin within 2 weeks of notice to proceed.
 - c. Project will be completed 4 to 6 weeks after notice to proceed pending any weather delays.

Work not included in the scope of services will be provided at the hourly rates shown on the included BRCJ Hourly Fee Schedule or by an approved lump sum fee proposal.

Term & Conditions of payment:

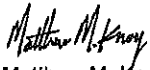
- Invoices will be rendered monthly based on the approximate percentage of services complete.
- The client is responsible for full payment within Thirty (30) days after an invoice is rendered.
- BRCJ may assess a fee of one and one-half percent (1-1/2%) per month for past due invoices.
- The above stated lump sum price will be accepted for 30 days from the proposal date.

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

Page 2 of 3
City of Bloomington 17th Street Project

Please sign and return a copy of this proposal for notice to proceed.

Sincerely,



Matthew M. Knoy | PS
Bledsoe Riggert Cooper James, Inc.

Clients Signature Date

BRCJ HOURLY FEE SCHEDULE

Registered Land Surveyor	\$120.00
Registered Engineer	\$120.00
Graduate Surveyor / Engineer	\$84.00
Two-Man Survey Crew (Including GPS and Robotics Crew)	\$120.00
Drafting	\$74.00
Surveying / Engineering Technician	\$74.00
Clerical	\$64.00

NOTE: Time charged to jobs will include any time spent traveling to and from the site.

PROPOSED TOPOGRAPHIC SURVEY LIMITS

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City of Bloomington
17th Street Project

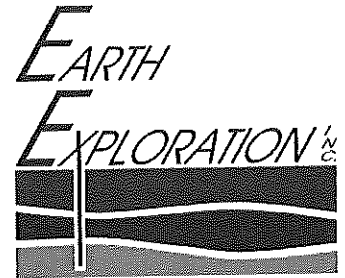


0 200 400 Feet

EXHIBIT A.2
Earth Exploration Scope & Cost

September 16, 2016

Mr. Adrian Reid, P.E.
AZTEC Engineering Group, Inc.
1145 N. Sunrise Greetings Ct.
Bloomington, IN 47404



7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street
Niles, MI 49120
269-262-4320 or 574-233-6820
(FAX) 269-262-4479

Re: Proposal for Professional Services
Geotechnical Evaluation and Pavement Analysis
17th Street Improvements
Bloomington, Indiana
EEI Proposal No. P1-16-657

Dear Adrian:

Earth Exploration, Inc. (EEI) is pleased to submit the following proposal to perform professional services for the referenced project. This proposal is in response to you recently being selected by the city and our telephonic conversation on September 14th.

PROJECT DESCRIPTION

We understand that the City of Bloomington is planning to make improvements to 17th Street from near Crescent Road to near Monroe Street for a total distance of about 1,900 ft. Based on our conversation, the improvements are expected to include pavement reconstruction, and the typical section will include no less than two travel lanes with curb and gutter and a 10-ft wide multi-use path. To accommodate the typical section and minor vertical curve corrections, you anticipate that up to 500 ft of new retaining wall construction will be required but that the wall will not exceed a total height of 5 ft. Along with the curb and gutter, drainage improvements are planned to include new storm sewers, and we have assumed they will be established up to 10 ft below the surface. Additional information such as MOT during construction, any intersecting roadway improvements, and retaining wall geometry is not known at this time.

SCOPE OF SERVICES

We will complete a geotechnical evaluation to conform to the standard of care and perform an analysis of the adjacent (new) pavement sections for use as the section for 17th Street. Our geotech evaluation will assess the impacts of the soil (and rock) conditions on the proposed design and construction. Based on our review of publicly-available geologic information and experience in the area, the subsurface conditions within the depth of interest are anticipated to consist of moderate to high plasticity cohesive soils overlying bedrock likely within the depth of interest.

Our scope of services will include:

1. Performing up to four borings for the roadway to an average depth of 12 ft (depending on the depth of new storm structures) and up to five borings to a depth of 15 ft for the retaining wall(s). Depending on the depth to rock and pending details of the planned improvements, soundings to rock may also be performed between the boring locations. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals. The borings will be performed with flagmen for traffic control. The borings will be backfilled at completion of the field work with auger cuttings and bentonite chips, and the pavement will be patched. EEI will locate the test borings using measurements from existing site features shown on plans to be provided. Furthermore, we will obtain permits and contact Indiana 811 to arrange an underground utility line location check;
2. Performing appropriate laboratory tests including visual soil classification, hand penetrometer readings, moisture content, grain size analysis, Atterberg limit determinations, moisture-density relations, CBR, pH, and unconfined compression;
3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:
 - a. Subgrade preparation and improvement, as necessary, for support of sewer structures, embankment fill, and pavement;
 - b. Pavement and retaining wall design parameters;
 - c. Placement and compaction of embankment fill and backfill for sewer and retaining structures; and
 - d. Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, rock excavation, etc.); and
4. You have requested evaluation of adjacent pavement sections for use as the section for 17th Street. As such, we will perform an analysis of those sections using traffic information and performance expectations to be provided by others. Our analyses will be completed using the MEPDG approach (AASHTOWare PavementME) in general accordance with Ch. 304 of the INDOT Design Manual and applicable memoranda. We have not included temporary pavement, an alternate pavement type, S-lines, or life cycle cost analyses in our effort. We will prepare a brief letter summarizing the results of our analyses.

As you are aware, the geologic conditions in the area are karstic. Our scope does not include an evaluation of karstic features, and risks of unknown karstic conditions will be present. If suspected karstic features are exposed during our evaluation, we will contact you for further direction.

Mr. Adrian Reid, P.E.
AZTEC Engineering Group, Inc.
17th Street Improvements – Bloomington, IN

September 16, 2016
Page 3

COST

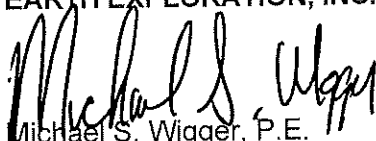
We propose to provide our services on a unit rate basis in accordance with the attached Cost Estimate, and we estimate that cost to be up to \$10,700. Please recognize that the fee is approximate because it is based on estimated quantities and only narrative project information at this time. If any significant variations develop during the course of our evaluation, we will advise you so that our efforts can be effectively directed.

CLOSURE

We anticipate that you will prepare an agreement outlining the terms and conditions for our review. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

EARTH EXPLORATION, INC.


Michael S. Wigger, P.E.
Vice President

Enclosure: Cost Estimate

COST ESTIMATE
Geotechnical Evaluation
 17th Street Improvements
 Bloomington, Indiana

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$525.00 / LS	525.00
Test boring with SPT sampling	125 ft	\$15.00 / ft	1,875.00
Shelby tube sampling	ea	\$60.00 / ea	
ATV-mounted equipment	day	\$300.00 / day	
Rock coring	10 ft	\$31.00 / ft	310.00
Rock core set-ups	2 ea	\$85.00 / ea	170.00
Soundings	75 ft	\$7.50 / ft	562.50
Pavement cores	ea	\$120.00 / ea	
Road closure	day	\$100.00 / day	
Traffic control (flagmen)	2 day	\$600.00 / day	1,200.00
Boring layout, permits and utility coordination	1 LS	\$720.00 / LS	720.00
Support truck	2 day	\$100.00 / day	200.00
		Subtotal	<u>5,562.50</u>

LABORATORY

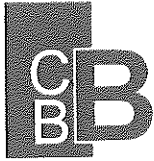
Visual soil/rock classification, moisture content and hand penetrometer readings	4 hr	\$75.00 / hr	300.00
Atterberg limits	5 ea	\$75.00 / ea	375.00
Grain size analysis	1 ea	\$120.00 / ea	120.00
pH determination	5 ea	\$30.00 / ea	150.00
Unconfined compression	3 ea	\$80.00 / ea	240.00
Standard Proctor	1 ea	\$145.00 / ea	145.00
California bearing ratio (CBR)	1 ea	\$400.00 / ea	400.00
		Subtotal	<u>\$1,730.00</u>

ENGINEERING

Geotechnical report	1 LS	\$1,800.00 / LS	1,800.00
Pavement analysis	1 LS	\$1,600.00 / LS	1,600.00
		Subtotal	<u>\$3,400.00</u>

Estimated Total \$ 10,692.50

EXHIBIT A.3
CBBEL Scope & Cost



September 20, 2016

Adrian Reid, PE
Aztec Engineering Group Inc.
320 W. 8th St.
Suite 100
Bloomington, IN 47404

Subject: **17th Street Improvements (Lismore Drive to Monroe Street)
Professional Services Proposal**

Dear Mr. Reid

Christopher B. Burke Engineering, LLC (CBBEL) is pleased to provide this proposal for professional engineering services related to the 17th Street Roadway Improvements in Bloomington Indiana. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that Aztec Engineering Group Inc. (Aztec) was selected by the City of Bloomington to provide professional services related to the 17th Street Improvements project from Lismore Drive to Monroe Street. The ultimate goal of the project is to improve the level of service and connectivity needs of 17th Street for the City of Bloomington. CBBEL staff is familiar with the changes to the roadway systems surrounding 17th Street and the need for improvements. CBBEL staff, as a part of the overall project, will assist with the utility coordination for the sizable amount of utility infrastructure within the project limits.

SCOPE OF SERVICES

Services to be provided by CBBEL for this work have been identified as follows:

Task 1 – Utility Coordination: CBBEL staff will provide documentation and preliminary drawings (to be completed by Aztec) to utilities within the project limits. CBBEL staff will review the survey data provided by Aztec and will discuss solutions to protect in place as much infrastructure as practical. CBBEL staff will review information received from the utilities and coordinate with Aztec during the design to help finalize agreement documentation when utility infrastructure will be required to relocate. CBBEL staff will also plan on visiting the project site occasionally when relocations are occurring. It is assumed that City of Bloomington Utilities (CBU) (water, sewer & possibly in the near future fiber conduit), Vectren gas, AT&T, Duke Transmission, Duke Distribution, Zayo Fiber Solutions, and U.S. Signal are within the project limits. It is assumed that CBU water, sewer and Vectren gas will need to be relocated or adjusted. If there are additional utilities not listed above or additional utilities that need to be relocated within the project limits additional staff time may be needed which may require additional fee. CBBEL has assumed a total of 64 hours of staff time for this task.

Task 2 – Meetings: CBBEL staff anticipate coordination meetings with each of the utilities within the project limits to discuss the overall project, infrastructure protection, alternative solutions and relocations if needed. CBBEL staff would expect to provide agendas and meeting minutes for each meeting. CBBEL anticipates:

3 meetings with the City of Bloomington Utilities
2 meetings with Vectren gas
1 meeting with AT&T

- 1 meeting with Duke Transmission
- 1 meeting with Duke Distribution
- 1 meeting with Zayo Fiber Solutions
- 1 meeting with U.S. Signal

CBBEL staff also anticipate five meetings in Bloomington with Aztec staff to discuss coordination, design or other requests for meeting. CBBEL has assumed a total of 60 hours of staff time for this task.

EXCLUDED SERVICES

Based on information available at this time, CBBEL does not believe that the services listed below will be required to complete utility coordination. If conditions change and any of the services listed below (or other services not described above) are required, CBBEL will prepare a contract amendment for the required services. Services not included in this contract:

1. Utility coordination following INDOT guidelines and documentation requirements
2. Design, permitting or construction observation services

ESTIMATED FEE

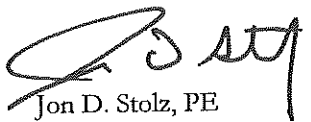
We have estimated the total fee for completing this project should not exceed **\$18,000**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement. Any time commitment made by CBBEL as part of the agreement does not begin until CBBEL has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Mark Kaiser, PE at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY AZTEC ENGINEERING GROUP, INC.:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
 General Terms and Conditions



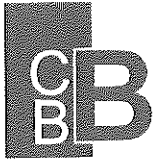
Standard Charges for Professional Services, January 2016

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V	190
Engineer IV.....	168
Engineer III	139
Engineer I/II	111
Resource Planner V	151
Resource Planner IV.....	139
Resource Planner III	125
Resource Planner I/II	105
Engineering Technician IV.....	145
Engineering Technician III	130
Engineering Technician I/II	105
CAD II.....	121
CAD I	107
GIS Specialist III.....	130
GIS Specialist I/II	95
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II	105
Environmental Resource Technician.....	99
Administrative	69
Engineering Intern.....	60
Information Technician I/II.....	69

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

**Charges include overhead and profit*



1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including

salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole

risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not

limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. Indemnity Clause: When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

EXHIBIT A.4
Todd Taylor Scope & Cost

TODD V. TAYLOR

September 15, 2016

AZTEC Engineering
320 W. 8th Street, Ste. 100
Bloomington, IN 47404
Attn: Adrian Reid, Associate Vice President

Re: West 17th Street, Bloomington, Indiana

Dear Adrian:

I very much appreciate the opportunity to work with AZTEC on the West 17th Street Project. I am attaching a draft scope of services for the right-of-way buying activities. The following are my proposed fees:

Right-of-way buying - 20 parcels (estimated) @ \$1,700 each	\$34,000.00
Recording of documents - 20 parcels (estimated) @ \$75 each	<u>\$1,500.00</u>
TOTAL	\$34,150.00

Please let me know if I can provide you anything further.

Most sincerely,



Todd Taylor

Enclosures

A. NEGOTIATION SERVICES

In performing negotiation services, the SUBCONSULTANT shall:

1. Make a prompt offer to acquire each parcel for the full amount, which has been established and approved as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested.
2. Provide the parcel owner a copy of the appraisal as the written statement explaining the basis for the amount of compensation, which has been established.
3. Make all reasonable efforts to personally contact each owner or his/her designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
4. Give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations. This brochure is to be given to the owner no later than the first contact where the offer is discussed.
5. Provide a RAAP #5 Daily Notice form for any parcel that requires relocations.
6. Give the owner of improvements located on lands being acquired for right-of-way the option of retaining those improvements at a retention value determined by the SUBCONSULTANT and approved by owner.

7. Provide a revised offer and summary statement of just compensation to the owner if the extent of the taking is revised, or the approved estimate of just compensation is revised by the Review Buyer.
8. Maintain adequate records to include a report for each parcel containing but not limited to the date and place of contact, the parties of interest contacted, the offer made, the counter offer or reasons offer was not accepted.
9. Complete all work so that it is sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CRF Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The SUBCONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual" and any necessary interpretation of these furnished by INDOT.
10. Provide a copy of the report to the property owner on each contract.
11. Record his/her recommendation for action, if the efforts are unsuccessful, and submit the recommendations to owner. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement or a condemnation report shall be filled out and submitted with the completed file.

EXHIBIT A.5
Courtland Title Scope & Cost

Robert L. Lemke, Jr.

From: Cathy Neal <cneal@courtlandtitle.com>
Sent: Friday, September 16, 2016 12:22 PM
To: Adrian Reid
Subject: Re: Bloomington - 17th Street Project

Hello,

I looked over your materials and reviewed my prior notes on this project. I believe I quoted \$330 + copies for residential properties and \$550 + copies for commercial. Not knowing how many parcels yet or how they are zoned, I cannot give you a bottom line figure; however, to make it easier for your expense planning, we would be willing to do the searches for a flat rate of \$330 residential and \$550 commercial, and include all copies at no extra charge.

If you are ready to go on this, please provide us with a list of the properties affected and a NTP. If you need further information, please do not hesitate to contact us.

We look forward to working with you on this project.

Thank you,

Cathy Neal
Courtland Title & Escrow, Inc.
1090 State Road 39 ByPass S
Martinsville, IN 46151
Ph. (765) 342-2400
Fax (765) 342-2424

This message is for the named individuals' use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any accidental transmission. If you receive this message in error, please immediately destroy it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient.

From: Adrian Reid <AReid@aztec.us>
Sent: Wednesday, September 14, 2016 11:52 AM
To: Cathy Neal
Subject: RE: Bloomington - 17th Street Project

If you can't locate what I sent you, attached is our proposal to the City.

Adrian Reid, P.E.
Associate Vice President

EXHIBIT A.6
Monroe Owen Scope & Cost

Robert L. Lemke, Jr.

From: Shawn Patterson <smpappraiser@gmail.com>
Sent: Wednesday, September 14, 2016 10:38 AM
To: Adrian Reid
Subject: 17th Street Project - Appraisal Fee Schedule
Attachments: INDOT Real Estate Services Fees 2016 Final.pdf

Adrian,

Attached is the INDOT Real Estate Services Fee Schedule. As I said on the phone earlier, it is much simpler to determine fees for each appraisal type.

Thank you for asking me to work on this project. As indicated, I am able to write the APAs and appraisals for the project. I understand that you will ask First Appraisal Group to do the review appraisals.

If you need me to help you in any way, let me know.

Thanks again!

Shawn M. Patterson, MAI, AI-GRS
Indiana Certified General Appraiser
CG#49600166
Monroe/Owen Appraisal, Inc.
702 W. 17th Street
P.O. Box 155
Bloomington, IN 47404
1.812.332.5744 – Phone
1.812.327.8934 – Cell Phone
1.812.339.2296 – FAX
Smpappraiser@gmail.com
www.monroeowenappraisal.com
[What is an MAI/AI-GRS?](#)

Click [here](#) to report this email as spam.

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The \$125.00 per parcel fee is applicable up to 60 parcels, the fee for projects larger than 60 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to: current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation Includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to Include:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FF&E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$225
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$600 without INDOT approval	\$600
Value Finding: Any Property Type (Improved or Unimproved)	\$1,700
Short Form: Any Property Type (Improved or Unimproved)	\$2,500
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,600
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,000
Long Form: Any Property Type (Unimproved)	\$3,000
Long Form: Residential / Ag (Improved)	\$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,000
Excess Land Appraisal	\$500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to Include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF&E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, etc.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$350
Value Finding: Any Property Type (Improved or Unimproved)	\$850
Short Form: Any Property Type (Improved or Unimproved)	\$1,200
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,350
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$1,900
Long Form: Any Property Type (Unimproved)	\$1,430
Long Form: Residential / Ag (Improved)	\$1,900
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments Include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, etc.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,700
Temporary / Access Rights	\$1,400

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments Include: inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displaced to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displaced. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is issued - 30% payment when RW is cleared.	\$3,650
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when RW is cleared.	\$3,650
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is issued - 30% payment when RW is cleared.	\$1,600

EXHIBIT A.7
First Appraisal Group Scope & Cost

Robert L. Lemke, Jr.

From: Wayne Johnson, MAI, RM <wjohnson@firstappraisalgroup.com>
Sent: Wednesday, September 14, 2016 1:57 PM
To: Adrian Reid
Cc: Ashley Johnson-Wilcoxon, MAI
Subject: 17th Street

Aztec Engineering Group, Inc.

Adrian,

Thanks for the call today.

Please include us for consideration in completing land acquisition appraising, or review appraising services as a subcontractor for the upcoming 17th Street project.

We will provide either service and prefer the appraising function, but we will also do the review work.

We will adhere to the most current INDOT fee guidelines for appraisal and /or review appraisal fees and APA fees at the time the project is ready to proceed.

If, in the meantime, anything comes up or you have questions, please feel free to call or email.

We are looking forward to working with you and the City of Bloomington.



1569 South Piazza Drive
Bloomington, Indiana 47401
(812) 337 0772

Ashley A. Johnson-Wilcoxon, MAI
Wayne F. Johnson, II, MAI, RM, MRICS



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REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

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Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to: current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation Includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to include:** all processes and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FF&E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
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Value Finding: Any Property Type (Improved or Unimproved)	\$1,700
Short Form: Any Property Type (Improved or Unimproved)	\$2,500
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,800
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,000
Long Form: Any Property Type (Unimproved)	\$3,000
Long Form: Residential / Ag (Improved)	\$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,000
Excess Land Appraisal	\$500

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Review Appraisal Services

Appraisal Review Reports to include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF&E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, etc.

Report Type	Per Parcel Fee
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Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, etc.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,700
Temporary / Access Rights	\$1,400

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments include: inputting data into LRS, on-site meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is Issued - 30% payment when RW is cleared.	\$3,650
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when RW is cleared.	\$3,650
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is Issued - 30% payment when RW is cleared.	\$1,500

EXHIBIT A.8
Utility Potholing Scope & Cost



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2554 | F: 812.333.3941
www.aztec.us

ENR Southwest
DESIGN FIRM OF THE YEAR 2015

SUE Scope of work for City of Bloomington

Utility Services

1.0 Potholing

AZTEC Engineering Group, Inc. will pothole all facilities determined by the designers to be in potential conflict with the project design. This excavation will be performed using a non-destructive method consisting of high-pressure air and vacuum extraction.

2.0 Restoration

AZTEC will restore excavated locations in accordance with the requirements of the City of Bloomington.

3.0 Permitting

AZTEC will acquire all the appropriate permits. It is assumed that work for the city within the city limits will be a no cost permit.

4.0 Survey

Aztec will provide survey to pick up the northing, easting, and elevation of each pothole location using the project datum to be provided by the client. In this way we will ensure the accuracy of all information both vertically and horizontally. All this information will be signed and sealed by an Indiana Professional Land Surveyor.

5.0 Reporting

The information gathered will be provided in the form of individual test hole reports accompanied by a summary of the data for the entire project. Each report will include a rough sketch of the location of the hole, the size, type, and ownership of the facility and the holes coordinates.

6.0 Cost Estimate

AZTEC assumes up to 40 utility test hole locations. The cost per hole to include all the services above at a rate \$1000.00 per locations for a total of \$40,000.00.

EXHIBIT A.9
Cost Proposal Summary

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Phone: 812-717-2555
FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)
City Project Number:
AZTEC Project No.: INMUN1601
Date: January 4, 2017
Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	120	\$ 180.00	\$ 21,600
Senior Project Engineer	544	\$ 150.00	\$ 81,600
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,376	\$ 100.00	\$ 137,600
Technician/Drafter	991	\$ 90.00	\$ 89,190
Project Assistant/Admin.	96	\$ 60.00	\$ 5,760
Totals	4,135		\$ 466,790

Total Estimated Labor - AZTEC \$ 466,790

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 469,728

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 29,225
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000

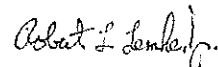
Subconsultant Sub-total (Lump Sum) \$ 57,925

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 8,800
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 60,000
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 33,100
Utility Pot-holing (Assume 40 @ \$1000)	\$ 40,000

Subconsultant Sub-total (Cost-Plus to Max) \$ 177,400

Total Estimated Contract Value \$ 705,053



Rob Lemke, P.E., Project Principal

1/4/2017
DATE

TEAM AZTEC
17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

1. DATA COLLECTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
As-Built Plans				4				4		
Right of Way Plans				4				4		
Utility Information				4				4		
Subtotal Data Collection Items				12	0	0	0	12	0	0
2. MEETING PREPARATION / PARTICIPATION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Early Public Outreach Meeting (1 mtg @ 1 persons @ 2 hours)				2	2					
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Public Open House Meeting - 80% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Utility Field Check Meeting - 60% completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
City Boards & Commissions Meetings (3 meetings @ 1 persons @ 2 hours)				6	6					
Status Update Meetings (10 meetings @ 3 persons @ 1 hours)				30	10	20				
Pre-bid Meeting (1 meeting @ 2 persons @ 2 hours)				4		4				
Subtotal Meeting Preparation / Participation Items				60	24	36	0	0	0	0
3. SIGNING, MARKING, LIGHTING, AND MOT	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Signing and Marking Detail Sheets & General Notes		1	20	20		10			10	
Signing and Marking Plan Sheets	20	4	20	80		20			60	
Lighting Detail Sheets & General Notes		1	30	30		10			20	
Lighting Plan Sheets	20	4	30	120		40			80	
MOT Detail Sheets & General Notes		2	30	60		20			40	
MOT Plan Sheets	500	1	30	30		10			20	
Comment Review, Responses, & Resolution Meetings				18		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Signing, Marking, Lighting and MOT Items		13		404	0	150	24	0	230	0
4. ROADWAY DESIGN	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Cover		1	24	24				24		
Develop Project Base Sheets	20	6	5	30				30		
General Notes/Typical Section		2	50	100		16	40	44		
Geometric Control Sheet		1	50	50		4	16	30		
Detail Sheets		2	50	100		16	40	44		
Plan Sheets (Plan & Profile)	20	6	60	360		60	100	140	60	
Plan Sheets (Project Details)	20	6	60	360		60	100	140	60	
Cross-section Drawings		15	15	225			50	100	75	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Roadway Items		39	33.7	1313	0	196	370	552	195	0

TEAM AZTEC
17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

5. UTILITY DESIGN	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Utility Conflict Assessment/Documentation		n/a	n/a	20			10	10		
Water Detail Sheets & General Notes	20	1	40	40			4	20	16	
Water Plan & Profile Sheets		4	50	200			60	70	70	
Sewer Detail Sheets & General Notes		1	20	20			4	8	8	
Sewer Plan & Profile Sheets	20	4	25	100			30	30	40	
Fiber Conduit Detail Sheets & General Notes		1	20	20			4	8	8	
Fiber Conduit Plan & Profile Sheets	20	4	25	100			30	30	40	
Comment Review, Responses, & Resolution Meetings				12			16			
Quantities/Cost Estimate/Bid Specifications				32			16			
Quality Control				16			16			
Subtotal Utility Items		15	37.6	564	0	40	166	176	182	0
6. STRUCTURAL DESIGN	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
General Notes/Typical Section		1	40	40			8	8	24	
Detail Sheets	20	1	60	60			16	24	40	
Plan Sheets (Plan & Profile)		1	60	60			16	16	28	
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Structural Items		3		244	0	40	64	48	92	0
7. DRAINAGE DESIGN	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION										
Prepare Existing Conditions Base Map	20	4	1	4					4	
Review Site and Identify Design Issues		n/a	n/a	16				16		
Develop overall Plan		n/a	n/a	16				16		
Identify and Design Critical Structures for Grade Review		n/a	n/a	16				16		
Identify and Design Critical Structures for Permitting		n/a	n/a	16				16		
Size Ditches		n/a	n/a	16				16		
Storm Water Detail Sheets & General Notes		2	50	100			8	24	68	
Storm Water Plan & Profile Sheets	20	4	50	200			20	60	120	
Prepare Storm Water Management Plan and OSM Manual		n/a	n/a	60			16	44		
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Drainage Items		10		508	0	40	68	208	192	0

TEAM AZTEC
17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

8. ROW ENGINEERING										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare ROW Exhibits				220			60	160		
Prepare Legal Descriptions				220			60	160		
Quality Control				16		16				
Subtotal Right-of-Way Engineering Items				456	0	16	120	320	0	0
9. LANDSCAPING SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Landscape Plan Sheets	100	2	30	60			20	40		
Landscape Summary Sheet		1	30	30			10	20		
Comment Review, Responses, & Resolution Meetings				8			4	4		
Quantities/Cost Estimate/Bid Specifications				8			4	4		
Quality Control				4		2	2			
Subtotal Landscaping Items		3		110	0	10	40	60	0	0
10. ENVIRONMENTAL SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Environmental Documentation				80			80			
Prepare SWPPP & Rule 5				160			60		100	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quality Control				16		8	8			
Subtotal Environmental Items				272	0	16	156	0	100	0
11. GENERAL ADMINISTRATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (12 months @ 16 hours/month)				192	96					96
Subtotal General Administration Items				192	96	0	0	0	0	96
SUMMARY OF HOURS										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
TOTALS		63		4135	120	544	1008	1376	991	96
				4135						

EXHIBIT A.10
AZTEC Engineering Group, Inc.
Insurance Accord

Client#: 1273063

AZTECENG1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Road #250 Phoenix, AZ 85016 USI CA Resident Lic #0351162	CONTACT NAME: Pat Lapriore	
	PHONE (A/C, No, Ext): 602-749-4129	FAX (A/C, No):
INSURED AZTEC Engineering Group Inc. 4561 E McDowell Rd Phoenix, AZ 85008-4505	E-MAIL ADDRESS: phx.certificates@usi.biz	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Ins Co	NAIC #: 23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Catlin Insurance Company, Inc.	19518
	INSURER D: First Liberty Insurance Corp.	33588
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	TB2Z61065463096	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	AS6Z61065463086	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			TH7Z61065463126	01/01/2016	01/01/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC2Z61065463106	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional & Pollution Liability*			AED984930117	01/01/2016	01/01/2017	\$5,000,000 Per Claim \$10,000,000 Aggregate \$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City of Bloomington, the Board, and the officers, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability Automobile Liability policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 N. Morton St. Bloomington, IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>William H. Platen</i>

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DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

*Professional & Pollution Liability Policy is on a Claims Made Basis. AZTEC Engineering Group, Inc. - Retro Date: 11/01/1992 | Beiswenger, Hoch & Associates, Inc. - Retro Date: 01/01/1955

Policy# TB2Z61065463096

Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Health Care Professionals As Insureds
- Item 6. Knowledge Of Occurrence
- Item 7. Notice Of Occurrence
- Item 8. Unintentional Errors And Omissions
- Item 9. Bodily Injury Redefinition
- Item 10. Supplementary Payments – Increased Limits
- Item 11. Property In Your Care, Custody Or Control
- Item 12. Mobile Equipment Redefinition
- Item 13. Newly Formed Or Acquired Entities
- Item 14. Blanket Additional Insured Where Required By Written Contract
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. Blanket Additional Insured – Grantors Of Permits
- Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 17. Other Insurance Amendment
- Item 18. Contractual Liability - Railroads

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V - Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while, in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury".

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily Injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. Blanket Additional Insured Where Required By Written Contract

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

(1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured -- Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV -- Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV -- Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability -- Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AZTEC Engineering Group Inc

Endorsement Effective Date: 01/01/2016

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization with whom you have written agreement to provide this insurance.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract."

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

50020008350960881833773



Issued by Liberty Mutual Fire Insurance Company & First Liberty Insurance Corporation
Liberty Mutual Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**EXHIBIT B
COMPENSATION**

This project is to be conducted using a Lump Sum basis with portions of the work being being added to the total cost using a Cost Plus to a Maximum. **The agreed maximum cost is \$ 705,053.** In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

P.E. / Project Manager	\$180.00/hour
Senior Project Engineer	\$150.00/hour
Project Engineer	\$130.00/hour
Engineer/Designer	\$100.00/hour
Technician/Drafter	\$90.00/hour
Direct Expenses	At Cost
Sub-consultants	At Cost

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following tasks:

Survey	\$ 29,225.00
Geotechnical	\$ 10,700.00
Utility Coordination	\$ 18,000.00
AZTEC Final Design Items	\$ 466,790.00
AZTEC Expenses	<u>\$ 2,938.00</u>

TOTAL LUMP SUM \$ 527,653.00

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks:

ROW Buying	\$ 35,500.00
Title Work	\$ 8,800.00
Appraisals	\$ 60,000.00
APAs/Review Appraisals	\$ 33,100.00
Utility Pot-Holing	<u>\$ 40,000.00</u>

TOTAL COST PLUS \$ 177,400.00

TOTAL ESTIMATED COST \$ 705,053.00

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 13, 2017	Friday following BPW
Early Public Outreach Meeting	February 1, 2017	
OTS Meeting with City Staff	February 28, 2017	
Public Meeting (15% Design)	March 28, 2017	2-3 options; hold after IU resumes classes.
OTS Meeting with City Staff	April 27, 2017	Prior to 60% submission
Preliminary (60% Design) Plans	May 11, 2017	Formal review
Field Check and Utility Coordination Meeting (60%)	May 25, 2017	2 weeks after 60% plans submitted
ROW Acquisition Begins	May 25, 2017	
OTS Meeting with City Staff	June 8, 2017	Prior to 2 nd public mtg.
Public Meeting (80% Design)	June 29, 2017	
Pre-Final Plans (95%)	July 20, 2017	Formal review
Final Plans (100%)	November 2, 2017	Plans for bid
Bid Advertising	November 2, 2017	Scheduled by City
Bid Opening/Award	November 29, 2017	
ROW Complete	December 2017	
Construction Notice to Proceed	December 2017	
Utility Relocation Work, Winter Work	December 2017	
Roadway Construction Begins	April 2018	
Roadway Construction Completed/Open to Traffic	October 2018	

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
Principal	Rob Lemke, P.E.
Project Manager	Adrian Reid, P.E.
Quality Manager	Bob Hasenkamp, P.E.
Engineer of Record	Brad Faris, P.E., P.L.S
Lead Roadway Engineer	Todd Burch, P.E.
Lead Structural Engineer	Mario Colecchia, P.E.
Lead Drainage Engineer	Michael Martinez, P.E.
Utility Coordinator	Mark Kaiser, P.E.
Landscape Architect	Steve Lohide, R.L.A.

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

Arizona
STATE OF ~~INDIANA~~)
) SS:
COUNTY OF Maricopa)

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Chief Executive Officer of AZTEC Engineering Group, Inc.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Robert L. Lemke, Jr.
Signature

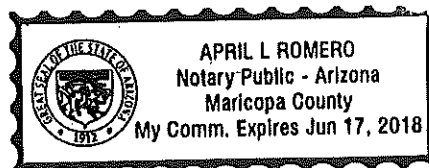
Robert L. Lemke, Jr.
Printed name

Arizona
STATE OF ~~INDIANA~~)
) SS:
COUNTY OF Maricopa)

Before me, a Notary Public in and for said County and State, personally appeared Robert L. Lemke, Jr. and acknowledged the execution of the foregoing this 10th day of January, 2016.

April L. Romero
Notary Public
April L. Romero
Printed name

My Commission Expires: 6/17/18
County of Residence: Maricopa



**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF Arizona)
COUNTY OF Maricopa) SS:

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 6th day of January, 2017.

AZTEC Engineering Group, Inc.

By: Robert L. Lemke, Jr.

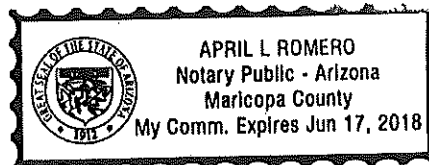
Robert L. Lemke, Jr. - Chief Executive Officer

STATE OF Arizona)
COUNTY OF Maricopa) SS:

Subscribed and sworn to before me this 6th day of January, 2017

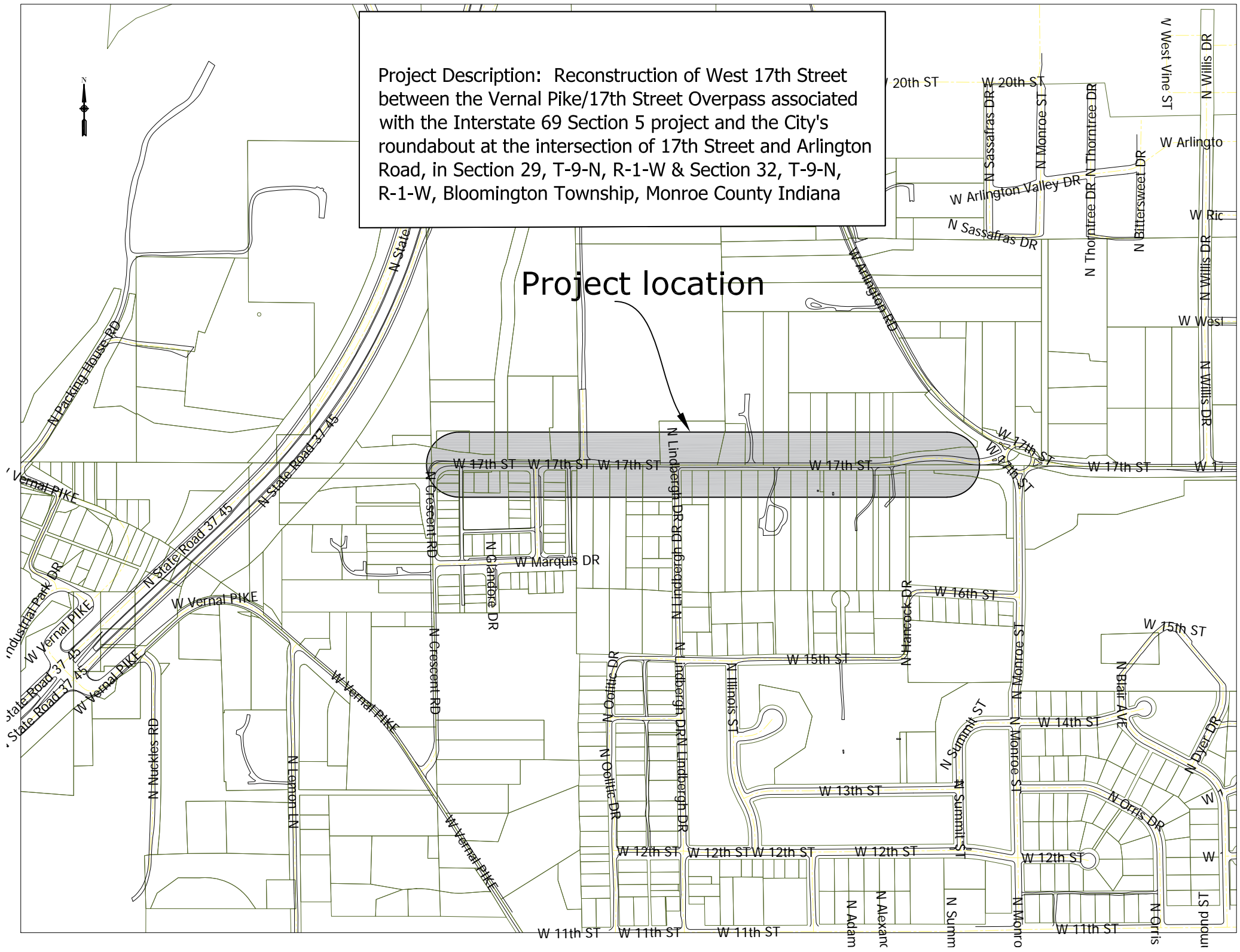
April Romero
Notary Public
April Romero
Printed name

My Commission Expires: 6/17/18
County of Residence: Maricopa



Project Description: Reconstruction of West 17th Street between the Vernal Pike/17th Street Overpass associated with the Interstate 69 Section 5 project and the City's roundabout at the intersection of 17th Street and Arlington Road, in Section 29, T-9-N, R-1-W & Section 32, T-9-N, R-1-W, Bloomington Township, Monroe County Indiana

A map showing the project location. A large, light blue shaded area represents the project site, which is bounded by W 17th St to the north and N Lincoln St to the east. The map includes labels for 'W 17th ST' and 'N Lincoln St'. A black arrow points from the text 'Project location' to the intersection of W 17th St and N Lincoln St. The map also shows surrounding streets and building footprints.





Board of Public Works Staff Report

Project/Event: BMCMPPO Contract Services Agreement

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Scott Robinson

Meeting Date: January 24, 2017

Enclosed within the meeting packet is a contract with the Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO) to utilize Unified Planning Work Program (UPWP) funds for the Fiscal Years of 2017 and 2018. The BMCMPPO conducts transportation planning for the urbanized areas of the City of Bloomington, Monroe County, and the Town of Ellettsville. MPO's are a federally mandated and funded transportation policy organizations. Federal UPWP funds are available for 80% reimbursement of eligible transportation planning activities through the BMCMPPO. The enclosed contract details the scope of work in Exhibit A and the schedule of compensation in Exhibit B.

The BMCMPPO processes quarterly billing activities through the Indiana Department of Transportation (INDOT). Quarterly billings document the status of approved transportation planning activities and to request 80% reimbursement of UPWP funds. Staff submits itemized reports, costs, and any deliverables to BMCMPPO staff as part of these quarterly billings. Subsequent reimbursements from INDOT are received by the City.

The BMCMPPO has a good history of collaboration with the City, Monroe County, and the Town of Ellettsville. Signed and executed contracts have been successfully used since 2007. Prior to this, memorandum of understandings were used. The current contract is for a total of \$20,000, of which a total of \$16,000 is eligible for reimbursement. Staff recommends approving the contract.

Recommend ☒ **Approval** ☐ **Denial by** **Scott Robinson**

**AGREEMENT FOR SERVICES BETWEEN
THE BLOOMINGTON/MONROE COUNTY METROPOLITAN PLANNING
ORGANIZATION
AND THE CITY OF BLOOMINGTON**

WHEREAS, on March 4, 1982, the City of Bloomington Plan Commission was designated by the Governor of Indiana to serve as the Metropolitan Planning Organization ("MPO") for the Bloomington/Monroe County metropolitan area; and,

WHEREAS, the objective of the MPO is to encourage and promote the development of transportation systems, embrace multiple modes of transportation, and to minimize transportation related fuel consumption and air pollution; and,

WHEREAS, in order for the MPO to fulfill its obligations it must acquire certain services from the political subdivisions which are located within the MPO area which will act as consultants to the MPO; and,

WHEREAS, one of those political subdivisions is the City of Bloomington ("Consultant"), and in particular its Department of Public Works, which is capable and willing to provide said services to the MPO;

NOW, THEREFORE, the MPO and the Consultant agree as follows:

Section 1: Term. This Agreement shall be effective for the Fiscal Years 2017 through 2018 (July 1, 2016 through June 30, 2018), and shall expire on June 30, 2018.

Section 2: Scope of Services. The services to be provided by the Consultant are enumerated in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference as though fully set forth. The Consultant shall diligently pursue its work under this Agreement and shall complete the services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the MPO as may be requested and desirable, including primary coordination with the Director of the MPO.

Section 3: Payment. The MPO shall reimburse Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The amounts to be reimbursed to Consultant are listed in the column identified as "MPO Funding" which represent 80% of the total cost. Additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the MPO Director prior to such work being performed, or expenses incurred. The MPO shall not make payment for any unauthorized work or expenses.

Section 4. Termination. The MPO reserves the right to terminate its obligations under this Agreement without notice or liability to Consultant at its sole discretion upon thirty (30) days written notice to Consultant.

Section 5. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Section 6. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 7. Severability. Should any part of the Agreement be found in Violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.


IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2017.

Metropolitan Planning Organization
for the Bloomington/Monroe County Area

Department of Public Works
City of Bloomington

By:

By:



Joshua Desmond, AICP
Director, BMCMPPO

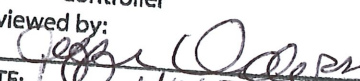
Kyla Cox Deckard, President
City of Bloomington Board of Public Works



John Hamilton, Mayor



CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 1-11-17
FUND/ACCT: N/A

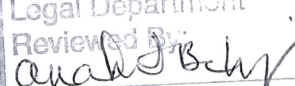
CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 1-05-2017

Exhibit A

Scope of Services

City of Bloomington

FY 2017 and 2018 UPWP Contract Service Agreement Scope of Work

(A) Infrastructure Management Systems

- (1) UPWP Element 304 – Infrastructure Management Systems
- (2) Project Cost: \$20,000
- (3) MPO Reimbursement: \$16,000
- (4) Description: City of Bloomington staff to conduct regular infrastructure inventory data collection on infrastructure components such as pavement, signs, and street markings, and manage it using an appropriate software package. This methodology allows the respective jurisdictions to develop long term management plans for their infrastructure assets. These asset management systems will be continuously updated to maintain the quality of their data and to ensure that the most recent conditions are reflected.
- (5) Deliverables:
 - (a) Provide quarterly status reports on infrastructure inventory data collection.
 - (b) Deliverables: Annual update to the Five Year Pavement Management Plan

Exhibit B
Schedule of Compensation

City of Bloomington
FY 2017 and 2018 UPWP Schedule of MPO Funding Reimbursements

City of Bloomington FY 2017				
Element	Project	MPO Funding	Local Match	Total Cost
304	Infrastructure Management Systems	\$8,800	\$2,200	\$11,000
Total		\$8,800	\$2,200	\$11,000

City of Bloomington FY 2018				
Element	Project	MPO Funding	Local Match	Total Cost
304	Infrastructure Management Systems	\$7,200	\$1,800	\$9,000
Total		\$7,200	\$1,800	\$9,000



Board of Public Works Staff Report

Project/Event: Police HQ Solar Project

Petitioner/Representative: Economic & Sustainable Development/Facilities

Staff Representative: Jacqui Bauer

Meeting Date: January 24, 2017

We are requesting the Board's approval for a revision to the project scope solar contract that was approved on December 8, 2016 for Police Headquarters.

The project scope has been revised to allow for access to the rooftop HVAC equipment. As a result, the installation will be reduced from 78,375 watts of solar capacity to 76,125 watts of solar capacity. The contract amount will decline from \$166,381 to \$164,012 as a result of this change.

Company	Amount
<i>City installations</i>	
Solar Energy Solutions	Police HQ - \$164,012

Staff recommends signing a revised contract with Solar Energy Solutions reflecting this change.

Recommend X Approval Denial by: Jacqui Bauer

AMENDMENT TO AGREEMENT FOR SOLAR PROJECTS FOR CITY BUILDINGS
between the
CITY OF BLOOMINGTON
and
SOLAR ENERGY SOLUTIONS, LLC (“Consultant”)

This Addendum amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Solar Energy Solutions, LLC (“Consultant”) for the installation of photovoltaic panels at City Hall and the Police Headquarters (“City Solar Installation”) entered into on January 17, 2017, as follows:

1. Changes to the Scope of Services:
 - a. Section 2.01 currently states: “CONTRACTOR shall provide services as specified in Attachment A, ‘Scope of Work’, attached hereto and incorporated into this Agreement.”
 - b. Attachment A includes: “Installation of all necessary modules, inverters, and mounting system to install 313,500 watts of PV capacity on the roof of City Hall and to install 78,375 watts of PV capacity on the roof of the Police Department (‘PV System’).”
 - c. Attachment A shall be amended to provide: “Installation of all necessary modules, inverters, and mounting system to install 313,500 watts of PV capacity on the roof of City Hall and to install 76,125 watts of PV capacity on the roof of the Police Department (‘PV System’).”
2. Change in Compensation:
 - a. Section 3.01 currently states: “Upon the submittal of approved claims for the City Solar Installation at Bloomington Police Headquarters, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Sixty Six Thousand Three Hundred Eighty One Dollars (\$166,381).”
 - b. Section 3.01 shall be amended to state: “Upon the submittal of approved claims for the City Solar Installation at Bloomington Police Headquarters, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Sixty Four Thousand Twelve Dollars (\$164,012).”

3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

CITY OF BLOOMINGTON

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

SOLAR ENERGY SOLUTIONS, LLC

By: _____

Name and Title

Date: _____



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: January 24, 2017

Department of Public Works (DPW) received citizen requests for additional street lighting within the public right of way. Staff has determine that additional lighting is warranted to effectively illuminate the following locations:

- Intersection of E. 10th Street & SR 45/46 Bypass (1)
- Intersection of W. 8th Street & W. Fountain Drive/Vernal Pike (1)
- South Hampton Subdivision (3)
 - NE corner of S. Stratford Drive & E. Kensington Court
 - NE corner of S. Stratford Drive & E. Wexley Road
 - SE corner of E. Wexley Road & E. Kensington Place

The lights at the intersections will consist of LED full cut off Roadway style fixtures mounted on spun aluminum poles. The lights within the S. Hampton Subdivision will consist of pedestrian scale LED full cut off Traditionaire style fixtures mounted on tapered poles with a black finish. The City has elected lease Option A which is the onetime lump sum for equipment costs on each agreement. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights and traffic signals come out of the Local Road & Street Fund which is 450-20-20000-53520.

Recommendation: ☒ Approve Outdoor Lighting Service Agreement



5055 E. Main St.
Avon, In 46123

December 09, 2016

City of Bloomington
PO Box 100
Bloomington, IN 47402

Subject:

10th St & College Mall
Bloomington , IN 47402

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which, change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation.

Sincerely,

A handwritten signature in black ink that reads "Craig Barker".

Craig Barker
Duke Energy Representative
5055 E. Main St.
Avon, In 46123
ph (317)745-1003
fax (317) 745-1010

Agreement Information	Equipment, Energy and Maintenance			BL-11750805		12/09/2016
	Agreement Coverage			Agreement Number		Current Date
83902673	136574	75115	S450	V742	OLEIN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



DUKE ENERGY

DE Indiana

1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term by Customer.
Customer Name	City of Bloomington			
Service Location or Subdivision				
Service Address	10th St & College Mall			The Initial Term begins when Service is In operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.
Service Address				
Service City, State, Zipcode	Bloomington	IN	47402	
Mailing Name				Notes:
Mailing Business Name				
Mailing Address	PO Box 100			
Mailing Address				
Mailing City, State, Zipcode	Bloomington	IN	47402	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 03/09/2017
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS In Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$3,735.26	\$3.53	\$1.06	1	\$4.59	\$4.59	\$4.59
Option B - 1 Year Agreement Initial Term	\$325.52	\$3.53	\$1.06	1	\$330.11	\$330.11	\$4.59
Option C - 3 Year Agreement Initial Term	\$111.53	\$3.53	\$1.06	1	\$116.12	\$116.12	\$4.59
Option D - 5 Year Agreement Initial Term	\$75.67	\$3.53	\$1.06	1	\$80.26	\$80.26	\$4.59
Option E - 7 Year Agreement Initial Term	\$60.69	\$3.53	\$1.06	1	\$65.28	\$65.28	\$4.59
Option F - 10 Year Agreement Initial Term	\$49.85	\$3.53	\$1.06	1	\$54.44	\$54.44	\$4.59

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges. See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>	Signature _____	
Printed Name <u>Craig Barker</u>	Printed Name _____	
Date <u>12/09/2016</u>	Date _____	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

ITEM #	LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KW H EA	MAINT/OPER-ATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	70W-6261 LUMENS-STD LED GRAY-TYPE III 4000K	6,261	70	0.07	280	\$3.53	\$1.06	1	\$4.59
SECTION I - A - TOTALS					*ESTIMATED MONTHLY TOTAL COST				\$4.59

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

B. ENERGY USAGE - BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh \$ 0.045387 Rate Effective Date 09/14/2009 Estimated Annual Burn Hours 4000

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = The energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	35 FT AL AB No Outlet(50110461)	1
TOTAL NUMBER OF POLES		1

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. - CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. - SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. - PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. - TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

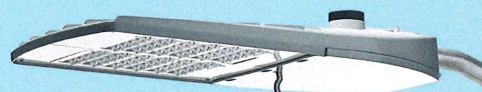
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

Outdoor Lighting

Roadway LED



The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED
(Light Emitting Diode)

50 | 70 | 110 | 150 | 220 | 280 watts

Mounting heights

15', 20', 25', 30', 35'

Colors

Bronze
Black
Gray
Green

Poles

Style A, C
Wood

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at 866.769.6417.

Outdoor Lighting Poles



Style A

Round, smooth, tapered shaft available in varying heights, anchor-based or direct buried

Mounting heights	12', 15', 20', 25', <u>30'</u> , <u>35'</u>
-------------------------	---

Colors	Bronze Black <u>Gray</u> Green*
---------------	--

Materials	Fiberglass <u>Aluminum</u> Steel
------------------	--



Style B

Round, smooth, straight upper shaft with a fluted lower shaft, round base and rectangular base cover

Mounting height	12'
------------------------	-----

Colors	Black Green
---------------	----------------

Material	Aluminum
-----------------	----------



Style C

Round, fluted, straight upper shaft with a lower round, fluted, tapered base

Mounting heights	12', 15', 25'
-------------------------	---------------

Colors	Black Green
---------------	----------------

Materials	Aluminum Steel
------------------	-------------------



Style D

Fluted, tapered shaft with a fluted, round base

Mounting height	12'
------------------------	-----

Colors	Black Green
---------------	----------------

Materials	Aluminum Fiberglass
------------------	------------------------

*Not available in all mounting heights

USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
USP:
USP:
USP:
USP:



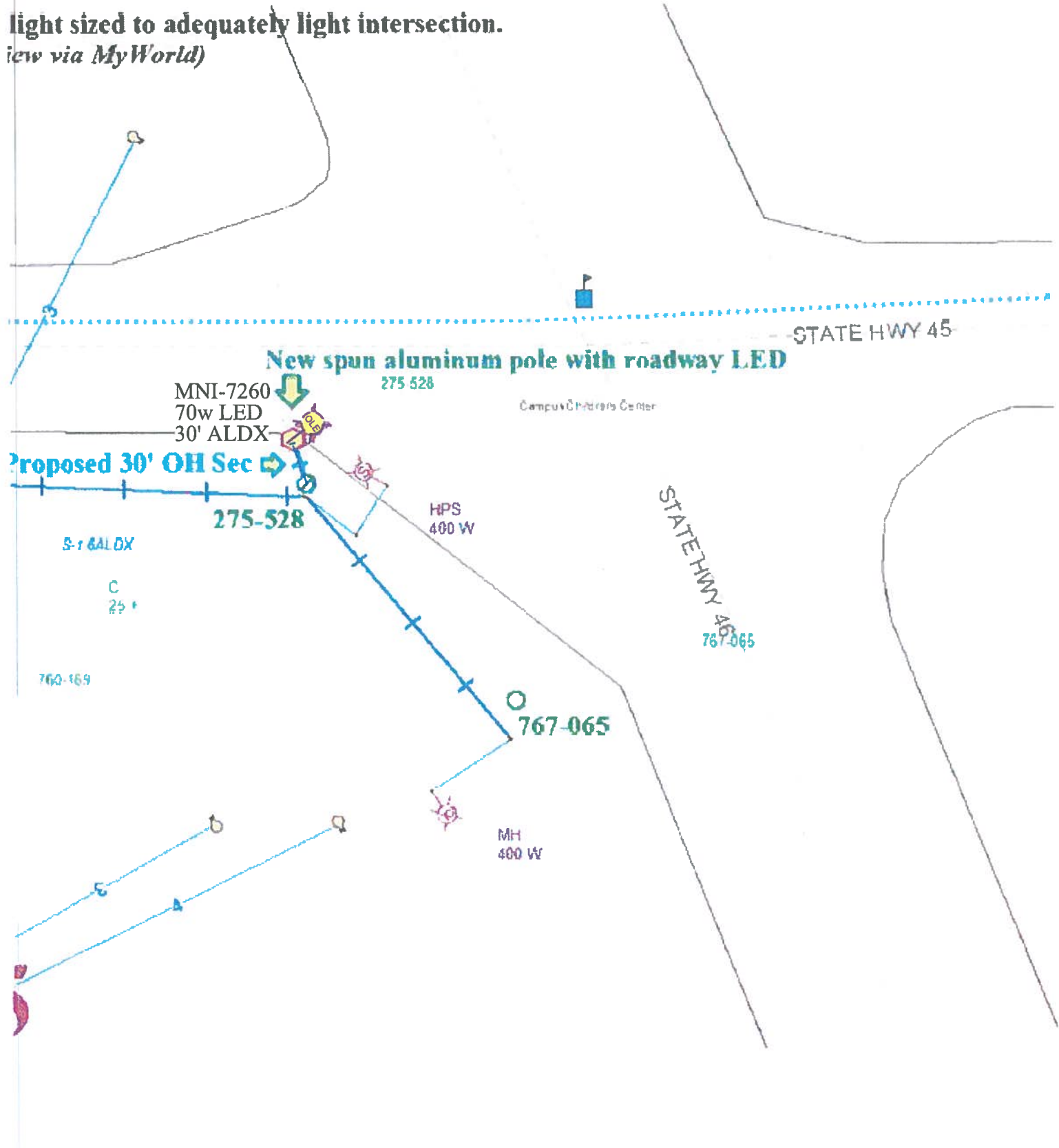
Safety Reminders / Adverse Conditions

?:
?:
?:
?:



Work Zone General Comments: Double click to edit

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Approval Date	
Project ID(s)	OLEIN
Transmission Circuit	
Substation Circuit	MEADOW PARK (440) 1283
URD Number	
Primary Voltage	12.47/7.2 kV
District	Bloomington
Responsibility Center	S450
Location	V742
Tax Code	TC 53005
Total Labor Hours	
Foreign Utility #	
Foreign Cable #	
Tree Trimming	Yes___ No___
Right of Way	Yes___ No___
Facility Agreement	Yes___ No___
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Completed By	
Completed Date	

Work Order Number	11750805
Customer/Contact	-
Contact Phone	-
Job Site Address	10TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN,
Designer	Craig Barker
Designer Phone	317-452-3743
Install spun alum 35' pole w/ 70w roadway LED, 30' 6ALDX	

Cyberinfrastructure
Building (CIB)

Tenth & the
Shopping

N STATE ROAD 46

E EASTGATE LN

10th & Bypass

● Proposed Light Location

By: smithc

20 Jan 17

100

0

100

200

300

For reference only; map information NOT warranted.

City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: January 24, 2017

Department of Public Works (DPW) received citizen requests for additional street lighting within the public right of way. Staff has determine that additional lighting is warranted to effectively illuminate the following locations:

- Intersection of E. 10th Street & SR 45/46 Bypass (1)
- Intersection of W. 8th Street & W. Fountain Drive/Vernal Pike (1)
- South Hampton Subdivision (3)
 - NE corner of S. Stratford Drive & E. Kensington Court
 - NE corner of S. Stratford Drive & E. Wexley Road
 - SE corner of E. Wexley Road & E. Kensington Place

The lights at the intersections will consist of LED full cut off Roadway style fixtures mounted on spun aluminum poles. The lights within the S. Hampton Subdivision will consist of pedestrian scale LED full cut off Traditionaire style fixtures mounted on tapered poles with a black finish. The City has elected lease Option A which is the onetime lump sum for equipment costs on each agreement. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights and traffic signals come out of the Local Road & Street Fund which is 450-20-20000-53520.

Recommendation: ☒ Approve Outdoor Lighting Service Agreement



5055 E. Main St.
Avon, In 46123

December 09, 2016

City of Bloomington
PO Box 100
Bloomington , IN 47402

Subject:
8th St & Vernal Pike
Bloomington , IN 47402

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which, change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation.

Sincerely,

A handwritten signature in black ink that reads "Craig Barker".

Craig Barker
Duke Energy Representative
5055 E. Main St.
Avon, In 46123
ph (317)745-1003
fax (317) 745-1010

Agreement Information	Equipment, Energy and Maintenance			BL-11750785		12/09/2016
	Agreement Coverage			Agreement Number		Current Date
83902673	136570	75115	S450	V742	OLEIN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term by Customer.
Customer Name	City of Bloomington			
Service Location or Subdivision				
Service Address	8th St & Vernal Pike			The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.
Service Address				
Service City, State, Zipcode	Bloomington	IN	47402	
Mailing Name				Notes:
Mailing Business Name				
Mailing Address	PO Box 100			
Mailing Address				
Mailing City, State, Zipcode	Bloomington	IN	47402	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 03/09/2017

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

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Option D - 5 Year Agreement Initial Term	\$78.72	\$3.63	\$1.06	1	\$83.41	\$83.41	\$4.69
Option E - 7 Year Agreement Initial Term	\$63.14	\$3.63	\$1.06	1	\$67.83	\$67.83	\$4.69
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PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative
Signature Craig Barker
Printed Name Craig Barker
Date 12/09/2016

AND

Customer / Representative

Signature _____

Printed Name _____

Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

ITEM #	LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KW H EA	MAINT/OPER- ATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	70W-6261 LUMENS-STD LED GRAY-TYPE III 4000K	6,261	70	0.07	280	\$3.63	\$1.06	1	\$4.69
SECTION I - A - TOTALS					*ESTIMATED MONTHLY TOTAL COST				\$4.69

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

B. ENERGY USAGE - BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh \$ 0.045387 Rate Effective Date 09/14/2009 Estimated Annual Burn Hours 4000

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = The energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	35 FT AL AB No Outlet(50110461)	1
TOTAL NUMBER OF POLES		1

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

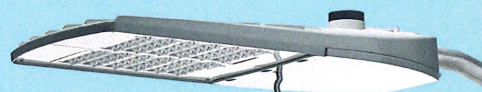
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

Outdoor Lighting

Roadway LED



The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED 50 | 70 | 110 | 150 | 220 | 280 watts
(Light Emitting Diode)

Mounting heights 15', 20', 25', 30', 35'

Colors Bronze
Black
Gray
Green

Poles Style A, C
Wood

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at 866.769.6417.

Outdoor Lighting Poles



Style A

Round, smooth, tapered shaft available in varying heights, anchor-based or direct buried

Mounting heights	12', 15', 20', 25', <u>30'</u> , <u>35'</u>
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Colors	Bronze Black <u>Gray</u> Green*
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Materials	Fiberglass <u>Aluminum</u> Steel
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Style B

Round, smooth, straight upper shaft with a fluted lower shaft, round base and rectangular base cover

Mounting height	12'
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Colors	Black Green
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Material	Aluminum
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Style C

Round, fluted, straight upper shaft with a lower round, fluted, tapered base

Mounting heights	12', 15', 25'
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Colors	Black Green
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Materials	Aluminum Steel
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Style D

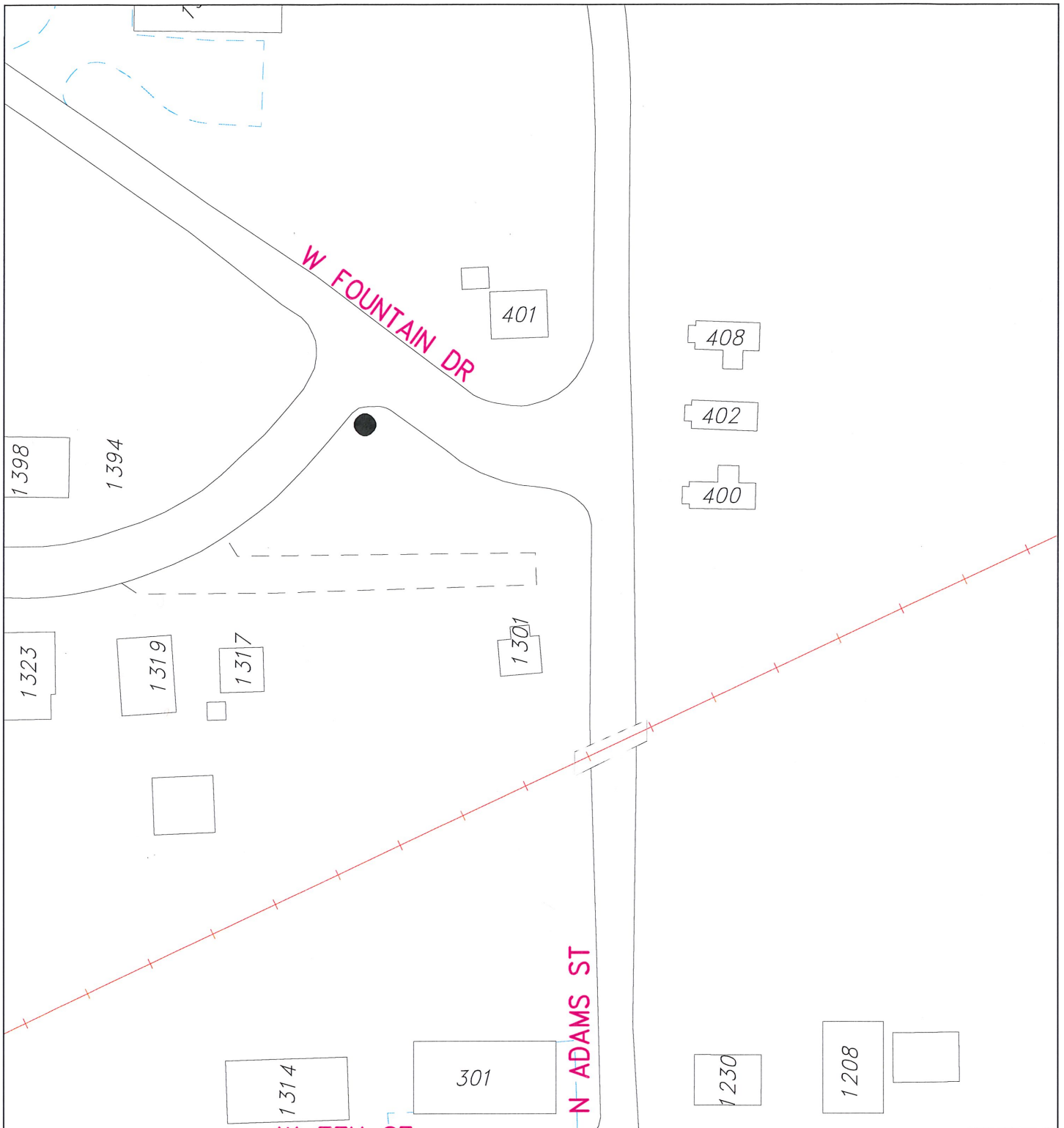
Fluted, tapered shaft with a fluted, round base

Mounting height	12'
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Colors	Black Green
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Materials	Aluminum Fiberglass
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*Not available in all mounting heights



8th & Fountain (Vernal)

● Proposed Light Location

By: smithc
20 Jan 17



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 80'



Board of Public Works Staff Report

Project/Event:	Approve Board of Public Works Appointment to the Plan Commission
Petitioner/Representative:	Public Works
Staff Representative:	Adam Wason
Date:	1/24/2017

Report: This item will be announced and discussed at the Board of Public Works Work Session on Monday, January 23, 2017 at 12 a.m.



Board of Public Works Claim Register

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 101 - General Fund				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	01-paper clips, mouse pad	01/27/2017	01/27/2017	4.07
5103 - Staples Contract & Commercial, INC	01-pens	01/27/2017	01/27/2017	1.08
5103 - Staples Contract & Commercial, INC	01-paper, pens, binder clips	01/27/2017	01/27/2017	66.12
Account 52110 - Office Supplies Totals			Invoice 3	\$71.27
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-leashes, cat carriers, q-tips	01/27/2017	01/27/2017	1,136.53
4045 - Datamars, INC	01-microchips	01/27/2017	01/27/2017	4,459.45
313 - Fastenal Company	01-batteries, trash bags	01/27/2017	01/27/2017	90.31
313 - Fastenal Company	01-cleaning cart	01/27/2017	01/27/2017	176.32
313 - Fastenal Company	01-hand sanitizer, tissues, mop heads, batteries	01/27/2017	01/27/2017	476.91
4586 - Hill's Pet Nutrition Sales, INC	01-canine/kitten/feline food-1/06/17	01/27/2017	01/27/2017	162.06
3929 - IDEXX Laboratories, INC	01-HTW, F/F tests	01/27/2017	01/27/2017	1,616.00
4633 - Midwest Veterinary Supply, INC	01-antibiotics, steroids, needles	01/27/2017	01/27/2017	670.30
4633 - Midwest Veterinary Supply, INC	01-syringes	01/27/2017	01/27/2017	118.40
4666 - Zoetis, INC	01-vaccines, antibiotics	01/27/2017	01/27/2017	473.51
4574 - John Deere Financial (Rural King)	01-Bedding	01/27/2017	01/27/2017	219.60
4574 - John Deere Financial (Rural King)	01-Clothes Pins	01/27/2017	01/27/2017	14.97
4574 - John Deere Financial (Rural King)	01-Mailbox	01/27/2017	01/27/2017	10.93
Account 52210 - Institutional Supplies Totals			Invoice 13	\$9,625.29
Account 52340 - Other Repairs and Maintenance				
394 - Kleindorfer Hardware & Variety	01-hose repair parts, door stops	01/27/2017	01/27/2017	23.76
394 - Kleindorfer Hardware & Variety	01-4" tailpiece	01/27/2017	01/27/2017	1.59
394 - Kleindorfer Hardware & Variety	01-door holder, tips	01/27/2017	01/27/2017	12.06
53005 - Menards, INC	01-dryer exhaust kit	01/27/2017	01/27/2017	45.27
53005 - Menards, INC	01-USB cord	01/27/2017	01/27/2017	11.72
Account 52340 - Other Repairs and Maintenance Totals			Invoice 5	\$94.40
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries 12/1-12/15/16	01/27/2017	01/27/2017	2,820.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries 12/19-12/22/16	01/27/2017	01/27/2017	1,290.00
54639 - Town & Country Veterinary Clinic, INC	01-spay/neuter surgeries-1/3/17	01/27/2017	01/27/2017	263.00
54639 - Town & Country Veterinary Clinic, INC	01-bloodwork, emergency room visit, 1/4/17	01/27/2017	01/27/2017	275.10
54639 - Town & Country Veterinary Clinic, INC	01-spay/neuter surgery, office visit, blood work-12/28-12/29/16	01/27/2017	01/27/2017	516.00
54639 - Town & Country Veterinary Clinic, INC	01-spay/neuter surgeries-12/27/16	01/27/2017	01/27/2017	357.50
54639 - Town & Country Veterinary Clinic, INC	01-spay/neuter surgeries/dental visit/ER visit/bloodwork-12/16	01/27/2017	01/27/2017	910.18



Board of Public Works Claim Register

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Account 53130 - Medical Totals		Invoice 7		\$6,431.78
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-December 2016	01/20/2017	01/27/2017	330.99
Account 53530 - Water and Sewer Totals		Invoice 1		\$330.99
Account 53540 - Natural Gas 222 - Vectren	19-ACC-gas bill 12/2/16-1/4/17	01/20/2017	01/27/2017	1,121.61
Account 53540 - Natural Gas Totals		Invoice 1		\$1,121.61
Program 010000 - Main Totals		Invoice 30		\$17,675.34
Department 01 - Animal Shelter Totals		Invoice 30		\$17,675.34
Department 02 - Public Works Program 020000 - Main Account 46060 - Other Violations John R. & Therese K. Chambers	26-Chambers-refund overpayment pkg citation B1602202	01/27/2017	01/27/2017	40.00
Account 46060 - Other Violations Totals		Invoice 1		\$40.00
Account 53210 - Telephone 1079 - AT&T	02-radio circuits-phone charges 11/29-12/28/16	01/27/2017	01/27/2017	180.01
Account 53210 - Telephone Totals		Invoice 1		\$180.01
Account 53940 - Temporary Contractual Employee 203 - Indiana University	02-SPEA Thomas Uher	01/27/2017	01/27/2017	687.50
Account 53940 - Temporary Contractual Employee Totals		Invoice 1		\$687.50
Program 020000 - Main Totals		Invoice 3		\$907.51
Department 02 - Public Works Totals		Invoice 3		\$907.51
Department 04 - Economic & Sustainable Dev Program 040000 - Main Account 53940 - Temporary Contractual Employee 203 - Indiana University	04-Lopez, Skayhan, Weidle	01/27/2017	01/27/2017	2,155.00
Account 53940 - Temporary Contractual Employee Totals		Invoice 1		\$2,155.00
Program 040000 - Main Totals		Invoice 1		\$2,155.00
Department 04 - Economic & Sustainable Dev Totals		Invoice 1		\$2,155.00
Department 05 - Common Council Program 050000 - Main Account 52410 - Books 3956 - West Publishing Corporation (Thomson Reuters)	10-Westlaw Book Subscription -- Council Off. percent of West Bil	01/27/2017	01/27/2017	216.45
Account 52410 - Books Totals		Invoice 1		\$216.45
Program 050000 - Main Totals		Invoice 1		\$216.45
Department 05 - Common Council Totals		Invoice 1		\$216.45
Department 06 - Controller's Office Program 060000 - Main				



Board of Public Works Claim Register

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	06-Office Supplies - Calendars, batteries, staples	01/27/2017	01/27/2017	55.88
	Account 52110 - Office Supplies Totals	Invoice 1		\$55.88
Account 52420 - Other Supplies				
8002 - Safeguard Business Systems, INC	06-Tax forms and envelopes for 2016 processing	01/27/2017	01/27/2017	497.98
	Account 52420 - Other Supplies Totals	Invoice 1		\$497.98
	Program 060000 - Main Totals	Invoice 2		\$553.86
	Department 06 - Controller's Office Totals	Invoice 2		\$553.86
Department 09 - CFRD				
Program 090000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
1663 - Community Justice And Mediation Center	09-Downtown Safety, Civility and Justice Initiative-Jan. payment	01/27/2017	01/27/2017	2,800.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1		\$2,800.00
Account 53640 - Hardware and Software Maintenance				
5720 - Galaxy Digital, LLC	09-CBVN-Get Connecteed Software	01/27/2017	01/27/2017	2,250.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1		\$2,250.00
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	09-Brinesha Jackson for CFRD	01/27/2017	01/27/2017	687.50
	Account 53940 - Temporary Contractual Employee Totals	Invoice 1		\$687.50
Account 53960 - Grants				
205 - City Of Bloomington	09-CFRD sponsorship of 2017 Be More Awards	01/27/2017	01/27/2017	1,000.00
	Account 53960 - Grants Totals	Invoice 1		\$1,000.00
	Program 090000 - Main Totals	Invoice 4		\$6,737.50
	Department 09 - CFRD Totals	Invoice 4		\$6,737.50
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Westlaw Book Subscription -- Council Off. percent of West Bil	01/27/2017	01/27/2017	1,056.76
	Account 52410 - Books Totals	Invoice 1		\$1,056.76
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	10 PakMail pkg to Krieg Devault	01/27/2017	01/27/2017	44.40
	Account 53220 - Postage Totals	Invoice 1		\$44.40
Account 53910 - Dues and Subscriptions				
4253 - The American Law Institute	10 American Law Institute 121791	01/27/2017	01/27/2017	75.00
3956 - West Publishing Corporation (Thomson Reuters)	10-f10 Thomson Reuters West online 835342746	01/27/2017	01/27/2017	1,479.93
	Account 53910 - Dues and Subscriptions Totals	Invoice 2		\$1,554.93
	Program 100000 - Main Totals	Invoice 4		\$2,656.09



Board of Public Works Claim Register

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Department 10 - Legal Totals		Invoice 4		\$2,656.09
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	11-S Reed & M Wolf	01/27/2017	01/27/2017	796.25
	Account 53940 - Temporary Contractual Employee Totals	Invoice 1		\$796.25
	Program 110000 - Main Totals	Invoice 1		\$796.25
	Department 11 - Mayor's Office Totals	Invoice 1		\$796.25
Department 12 - Human Resources				
Program 120000 - Main				
Account 53320 - Advertising				
323 - Hoosier Times, INC	12 HT Job ads Inv 123116	01/27/2017	01/27/2017	885.14
	Account 53320 - Advertising Totals	Invoice 1		\$885.14
	Program 120000 - Main Totals	Invoice 1		\$885.14
	Department 12 - Human Resources Totals	Invoice 1		\$885.14
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	13-binders, tape, labels, index tabs	01/27/2017	01/27/2017	79.28
5103 - Staples Contract & Commercial, INC	13-Staples, Heavy Duty Binder	01/27/2017	01/27/2017	25.14
	Account 52110 - Office Supplies Totals	Invoice 2		\$104.42
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	13-Business Cards_James Roach-250	01/27/2017	01/27/2017	39.00
	Account 53310 - Printing Totals	Invoice 1		\$39.00
Account 53320 - Advertising				
323 - Hoosier Times, INC	13-Legal publications_ZO-38-16, 2040 Comp. Plan, 2016-2019 TIP	01/27/2017	01/27/2017	66.80
	Account 53320 - Advertising Totals	Invoice 1		\$66.80
Account 53910 - Dues and Subscriptions				
2871 - International Municipal Signal Association (IMSA)	13-2017 membership dues-Alexander/Aten/Heerdink/Kehrberg/Smethur	01/27/2017	01/27/2017	400.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1		\$400.00
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	06-IU SPEA Jensen & Zipper	01/27/2017	01/27/2017	1,375.00
	Account 53940 - Temporary Contractual Employee Totals	Invoice 1		\$1,375.00
	Program 130000 - Main Totals	Invoice 6		\$1,985.22
	Department 13 - Planning Totals	Invoice 6		\$1,985.22
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 53130 - Medical				



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
231 - Indiana University Health Bloomington, INC	19-hearing tests for B. Collins, P. Remillard, R. Flake	01/27/2017	01/27/2017	60.00
	Account 53130 - Medical Totals	Invoice 1		\$60.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-December 2016	01/20/2017	01/27/2017	1,255.93
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Meter-water/sewer bill-December 2016	01/20/2017	01/27/2017	12.89
	Account 53530 - Water and Sewer Totals	Invoice 2		\$1,268.82
	Program 190000 - Main Totals	Invoice 3		\$1,328.82
	Department 19 - Facilities Maintenance Totals	Invoice 3		\$1,328.82
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
4844 - Recycling Services, INC (Allshred Services)	28-Destruction of 125 hard drives	01/27/2017	01/27/2017	1,218.75
	Account 52420 - Other Supplies Totals	Invoice 1		\$1,218.75
Account 53210 - Telephone				
4236 - YP, LLC	28-Acct#7000043212-00002 YP Advertising	01/27/2017	01/27/2017	972.00
	Account 53210 - Telephone Totals	Invoice 1		\$972.00
Account 53220 - Postage				
2372 - Probleu, INC	28-Meraki MX65 Security Appliance	01/27/2017	01/27/2017	55.38
2372 - Probleu, INC	28-Cisco ASA5516-X	01/27/2017	01/27/2017	42.98
2372 - Probleu, INC	28-Meraki MX 400 Security Appliance	01/27/2017	01/27/2017	34.80
	Account 53220 - Postage Totals	Invoice 3		\$133.16
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	28-250 business cards for R. Bronson	01/27/2017	01/27/2017	39.00
	Account 53310 - Printing Totals	Invoice 1		\$39.00
	Program 280000 - Main Totals	Invoice 6		\$2,362.91
	Department 28 - ITS Totals	Invoice 6		\$2,362.91
	Fund 101 - General Fund Totals	Invoice 62		\$38,260.09
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090002 - Com Serv - MLK Comm				
Account 52420 - Other Supplies				
8002 - Safeguard Business Systems, INC	09-MLK Birthday Celebration-volunteer sticker labels	01/27/2017	01/27/2017	286.23
	Account 52420 - Other Supplies Totals	Invoice 1		\$286.23
	Program 090002 - Com Serv - MLK Comm Totals	Invoice 1		\$286.23
Program 090018 - CBVN				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	09-thank you cards, foil stripe, white kraft	01/27/2017	01/27/2017	10.43
	Account 52420 - Other Supplies Totals	Invoice 1		\$10.43
Account 53310 - Printing				



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
8002 - Safeguard Business Systems, INC	09-CBVN-Be More Awards-postcards to solicit nominations	01/27/2017	01/27/2017	95.00
798 - Winters Associates Promotional Products, INC	09-CBVN scratch pads-community outreach	01/27/2017	01/27/2017	86.24
Account 53310 - Printing Totals Invoice 2				\$181.24
Program 090018 - CBVN Totals Invoice 3				\$191.67
Program G16011 - 2016 Serve Indiana				
Account 53990 - Other Services and Charges				
5103 - Staples Contract & Commercial, INC	09-thank you cards, navy wtrclr stripe 10	01/27/2017	01/27/2017	19.17
5103 - Staples Contract & Commercial, INC	09-thank you cards, foil stripe, white kraft	01/27/2017	01/27/2017	35.79
Account 53990 - Other Services and Charges Totals Invoice 2				\$54.96
Program G16011 - 2016 Serve Indiana Totals Invoice 2				\$54.96
Department 09 - CFRD Totals Invoice 6				\$532.86
Fund 312 - Community Services Totals Invoice 6				\$532.86
Fund 401 - Non-Reverting Telecommunications				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	28-BDU Line locating services Decemeber 2016	01/27/2017	01/27/2017	2,500.00
Account 53640 - Hardware and Software Maintenance Totals Invoice 1				\$2,500.00
Account 54450 - Equipment				
2372 - Probleu, INC	28-Meraki MX65 Security Appliance	01/27/2017	01/27/2017	1,658.80
2372 - Probleu, INC	28-Cisco ASA5516-X	01/27/2017	01/27/2017	5,600.92
2372 - Probleu, INC	28-Meraki MX 400 Security Appliance	01/27/2017	01/27/2017	12,477.40
Account 54450 - Equipment Totals Invoice 3				\$19,737.12
Program 254000 - Infrastructure Totals Invoice 4				\$22,237.12
Program 256000 - Services				
Account 53640 - Hardware and Software Maintenance				
53442 - Paragon Micro, INC	28-Microsoft Windows Server 2012 CALS	01/27/2017	01/27/2017	7,146.75
3989 - Ricoh USA, INC	28-Copier Maintenance for 5 copiers	01/27/2017	01/27/2017	717.44
Account 53640 - Hardware and Software Maintenance Totals Invoice 2				\$7,864.19
Program 256000 - Services Totals Invoice 2				\$7,864.19
Department 25 - Telecommunications Totals Invoice 6				\$30,101.31
Fund 401 - Non-Reverting Telecommunications Totals Invoice 6				\$30,101.31
Fund 405 - Non-Reverting Improvement I				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53910 - Dues and Subscriptions				
259 - Indiana Association Of Cities & Towns	06-IACT 2017 dues for the City	01/27/2017	01/27/2017	17,323.00
Account 53910 - Dues and Subscriptions Totals Invoice 1				\$17,323.00
Program 060000 - Main Totals Invoice 1				\$17,323.00



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Department 06 - Controller's Office Totals		Invoice 1		\$17,323.00
Fund 405 - Non-Reverting Improvement I Totals		Invoice 1		\$17,323.00
Fund 451 - Motor Vehicle Highway				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	20-daytime calendars, sharpies, highlighters, pens	01/27/2017	01/27/2017	43.49
5103 - Staples Contract & Commercial, INC	20-label tapes, legal pads	01/27/2017	01/27/2017	18.03
Account 52110 - Office Supplies Totals		Invoice 2		\$61.52
Account 52330 - Street , Alley, and Sewer Material				
50944 - Cargill Deicing Techno	20-de-icing salt-111.48 tons-12/30/16	01/27/2017	01/27/2017	8,911.71
50944 - Cargill Deicing Techno	20-de-icing salt-179.61 tons-1/10/17	01/27/2017	01/27/2017	14,358.02
50944 - Cargill Deicing Techno	20-de-icing salt-94.27 tons-12/21/16	01/27/2017	01/27/2017	7,535.95
50944 - Cargill Deicing Techno	20-de-icing salt-130.53 tons-12/16/16	01/27/2017	01/27/2017	10,434.57
50944 - Cargill Deicing Techno	20-de-icing salt-158.23 tons-12/20/16	01/27/2017	01/27/2017	12,648.90
50944 - Cargill Deicing Techno	20-de-icing salt-188.19 tons-12/29/16	01/27/2017	01/27/2017	15,043.92
50944 - Cargill Deicing Techno	20-de-icing salt-194.06 tons-12/28/16	01/27/2017	01/27/2017	15,513.17
19278 - Milestone Contractors, LP	20-surface/cold mix-24.84 tons-12/14 & 12/15/16	01/27/2017	01/27/2017	2,980.80
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 8		\$87,427.04
Account 52340 - Other Repairs and Maintenance				
294 - All-Phase Electric Supply, INC	20-HID lamp, 100W MH ballast quad	01/27/2017	01/27/2017	73.77
294 - All-Phase Electric Supply, INC	20-480V class G fuse, 600V SPCL purp fuse	01/27/2017	01/27/2017	92.42
313 - Fastenal Company	20-splinter out 10CT	01/27/2017	01/27/2017	10.08
Account 52340 - Other Repairs and Maintenance Totals		Invoice 3		\$176.27
Account 52420 - Other Supplies				
409 - Black Lumber Co INC	20-office window-8' #936 WP colonial stop	01/27/2017	01/27/2017	7.98
409 - Black Lumber Co INC	20-dust cloth, lemon pledge	01/27/2017	01/27/2017	10.97
409 - Black Lumber Co INC	20-2"X15' black safety tape	01/27/2017	01/27/2017	13.99
409 - Black Lumber Co INC	20-8pk D dura battery for signals	01/27/2017	01/27/2017	15.99
409 - Black Lumber Co INC	20-office window-stanley surform blade	01/27/2017	01/27/2017	4.99
409 - Black Lumber Co INC	20-office window-4x8-5/8 drywall fire rated	01/27/2017	01/27/2017	10.99
409 - Black Lumber Co INC	20-office window-2x4-8 & 2x4-10 construction lumber	01/27/2017	01/27/2017	6.98
409 - Black Lumber Co INC	20-office remodel-paint, brushes, rollers, paint tray liner	01/27/2017	01/27/2017	60.72
409 - Black Lumber Co INC	20-power flow nozzel, do it 5/8x50' contractor hose	01/27/2017	01/27/2017	37.96
409 - Black Lumber Co INC	20-office window-1x12-8 & 1x6-10 pine pro	01/27/2017	01/27/2017	17.18
409 - Black Lumber Co INC	20-heavy duty contractors bags	01/27/2017	01/27/2017	9.97
409 - Black Lumber Co INC	20-ext. master touch flat paint	01/27/2017	01/27/2017	17.99
394 - Kleindorfer Hardware & Variety	20-4 grip n grabs	01/27/2017	01/27/2017	87.92



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
3496 - Smith Implements, INC	20-2 gal mix, ter gal B for chainsaws	01/27/2017	01/27/2017	84.80
Account 52420 - Other Supplies Totals		Invoice 14		\$388.43
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-drug screen DOT 5 Panel E. Screen-T. Brewer	01/27/2017	01/27/2017	29.00
Account 53130 - Medical Totals		Invoice 1		\$29.00
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Paging Services - February 2017	01/27/2017	01/27/2017	86.76
Account 53250 - Pagers Totals		Invoice 1		\$86.76
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-December 2016	01/20/2017	01/27/2017	209.55
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-December 2016	01/20/2017	01/27/2017	31.90
Account 53530 - Water and Sewer Totals		Invoice 2		\$241.45
Account 53630 - Machinery and Equipment Repairs				
5768 - Thomas J Grimes Enterprises, INC (Torco Testing)	20-Boom Truck Testing-4 trucks	01/27/2017	01/27/2017	1,332.00
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1		\$1,332.00
Account 53910 - Dues and Subscriptions				
2871 - International Municipal Signal Association (IMSA)	20-IMSA Membership Dues-4-Combs/Henson/Stinson/VanDeventer	01/27/2017	01/27/2017	320.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1		\$320.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/11/17	01/27/2017	01/27/2017	21.07
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-1/11/17	01/27/2017	01/27/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-1/4/17	01/27/2017	01/27/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-12/28/16	01/27/2017	01/27/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-12/21/16	01/27/2017	01/27/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/4/17	01/27/2017	01/27/2017	19.29
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/28/16	01/27/2017	01/27/2017	19.29
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/21/16	01/27/2017	01/27/2017	19.29
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 8		\$184.50
Account 53990 - Other Services and Charges				
5187 - Green Dragon Lawn Care, INC	20-Snow Removal Services for Walkpaths-12/14/16	01/27/2017	01/27/2017	1,355.00
5187 - Green Dragon Lawn Care, INC	20-Snow Removal Services for Walkpaths-12/18/16	01/27/2017	01/27/2017	340.00



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 total tickets November 2016-568 tickets	01/27/2017	01/27/2017	539.60
231 - Indiana University Health Bloomington, INC	20-hearing tests for 30 Street Dept employees @ \$20/each	01/27/2017	01/27/2017	600.00
6152 - K&S Rolloff, INC	20-Sweeper Dump Removal-12/15/16-#281876 & #281867	01/27/2017	01/27/2017	300.00
Account 53990 - Other Services and Charges Totals		Invoice 5		\$3,134.60
Program 200000 - Main Totals		Invoice 46		\$93,381.57
Department 20 - Street Totals		Invoice 46		\$93,381.57
Fund 451 - Motor Vehicle Highway Totals		Invoice 46		\$93,381.57
Fund 452 - Parking Facilities				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Anne Edelman Larsen, Esq.	26-Edelman-refund 1 month of monthly pkg garage fee-canceled	01/27/2017	01/27/2017	67.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 1		\$67.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	26-Pkg Garages-white board, pens, tape	01/27/2017	01/27/2017	20.16
Account 52110 - Office Supplies Totals		Invoice 1		\$20.16
Account 52340 - Other Repairs and Maintenance				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-2 utility heaters for garage offices	01/27/2017	01/27/2017	73.98
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-26-Angle Grinder and Grind Wheels	01/27/2017	01/27/2017	114.94
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2		\$188.92
Account 53210 - Telephone				
1079 - AT&T	26-Pkg Garages-phone charges 12/8/16-1/7/17-#812 334-9790 538 8	01/20/2017	01/27/2017	346.72
Account 53210 - Telephone Totals		Invoice 1		\$346.72
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-4th St Parking Garage-water/sewer bill-December 2016	01/20/2017	01/27/2017	35.68
208 - City Of Bloomington Utilities	19-Morton St Pkg Garage-water/sewer bill-December 2016	01/20/2017	01/27/2017	25.68
Account 53530 - Water and Sewer Totals		Invoice 2		\$61.36
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-February 2017 rent	01/20/2017	01/27/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-February 2017 rent	01/20/2017	01/27/2017	36,405.49
Account 53840 - Lease Payments Totals		Invoice 2		\$55,165.47
Program 260000 - Main Totals		Invoice 9		\$55,849.63
Department 26 - Parking Totals		Invoice 9		\$55,849.63
Fund 452 - Parking Facilities Totals		Invoice 9		\$55,849.63
Fund 454 - Alternative Transportation				
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Ian Woollen	26-Woollen-refund overpayment pkg citation M1604999	01/27/2017	01/27/2017	20.00
	Account 46060 - Other Violations Totals	Invoice 1		\$20.00
Account 52420 - Other Supplies 9523 - Freedom Business Solutions, LLC	06-Toner for Front desk Staff	01/27/2017	01/27/2017	67.50
	Account 52420 - Other Supplies Totals	Invoice 1		\$67.50
Account 54310 - Improvements Other Than Building 399 - American Structurepoint, INC	13-E. 7th St. Connection Path-Design-11/1-11/31/16	01/27/2017	01/27/2017	1,620.00
	Account 54310 - Improvements Other Than Building Totals	Invoice 1		\$1,620.00
	Program 020000 - Main Totals	Invoice 3		\$1,707.50
	Department 02 - Public Works Totals	Invoice 3		\$1,707.50
	Fund 454 - Alternative Transportation Totals	Invoice 3		\$1,707.50
Fund 601 - Cum Cap Development Department 02 - Public Works Program 020000 - Main Account 54310 - Improvements Other Than Building 399 - American Structurepoint, INC	13-17th/Arlington/Monroe-const. inspec.-11/1-11/30/16	01/27/2017	01/27/2017	233.38
	Account 54310 - Improvements Other Than Building Totals	Invoice 1		\$233.38
	Program 020000 - Main Totals	Invoice 1		\$233.38
	Department 02 - Public Works Totals	Invoice 1		\$233.38
	Fund 601 - Cum Cap Development Totals	Invoice 1		\$233.38
Fund 730 - Solid Waste Department 16 - Sanitation Program 160000 - Main Account 52430 - Uniforms and Tools 313 - Fastenal Company	16-vending machine supplies-gloves, safety glasses,	01/27/2017	01/27/2017	390.92
	Account 52430 - Uniforms and Tools Totals	Invoice 1		\$390.92
Account 53130 - Medical 231 - Indiana University Health Bloomington, INC	16-drug screen breath alcohol test-DOT-R. Todd	01/27/2017	01/27/2017	29.00
231 - Indiana University Health Bloomington, INC	16-vaccine Hep B, admin toxoid single-D. Fields	01/27/2017	01/27/2017	85.00
231 - Indiana University Health Bloomington, INC	16-drug screen DOT 5 Panel E Screen-J. Morrow	01/27/2017	01/27/2017	29.00
	Account 53130 - Medical Totals	Invoice 3		\$143.00
Account 53240 - Freight / Other 8002 - Safeguard Business Systems, INC	16-Non-Collect Notices (5,000) inc. s/h	01/27/2017	01/27/2017	57.83
	Account 53240 - Freight / Other Totals	Invoice 1		\$57.83
Account 53310 - Printing 8002 - Safeguard Business Systems, INC	16-Non-Collect Notices (5,000) inc. s/h	01/27/2017	01/27/2017	775.50
	Account 53310 - Printing Totals	Invoice 1		\$775.50
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	19-Sanitation Dept-water/sewer bill-December 2016	01/20/2017	01/27/2017	74.57



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Account 53530 - Water and Sewer Totals		Invoice 1		\$74.57
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 12/2/16-1/4/17	01/20/2017	01/27/2017	178.38
Account 53540 - Natural Gas Totals		Invoice 1		\$178.38
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/28/16	01/27/2017	01/27/2017	9.80
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat services-12/28/16	01/27/2017	01/27/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/4/17	01/27/2017	01/27/2017	9.80
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat services-1/4/17	01/27/2017	01/27/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/11/17	01/27/2017	01/27/2017	9.80
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat services-1/11/17	01/27/2017	01/27/2017	31.87
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6		\$125.01
Account 53950 - Landfill				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste fees-11/2-12/30/16-\$20.00/load	01/27/2017	01/27/2017	420.00
Account 53950 - Landfill Totals		Invoice 1		\$420.00
Program 160000 - Main Totals		Invoice 15		\$2,165.21
Department 16 - Sanitation Totals		Invoice 15		\$2,165.21
Fund 730 - Solid Waste Totals		Invoice 15		\$2,165.21
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
231 - Indiana University Health Bloomington, INC	12-2016 Flu Vaccine \$378.00	01/27/2017	01/27/2017	378.00
Account 53990 - Other Services and Charges Totals		Invoice 1		\$378.00
Program 120000 - Main Totals		Invoice 1		\$378.00
Department 12 - Human Resources Totals		Invoice 1		\$378.00
Fund 801 - Health Insurance Trust Totals		Invoice 1		\$378.00
Fund 802 - Fleet Maintenance				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	01/27/2017	01/27/2017	181.48



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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-tires-P245/75R16 109S DISC H/T Owl	01/27/2017	01/27/2017	453.24
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-tires-215/70R15 98T Ascent BW	01/27/2017	01/27/2017	329.44
Account 52230 - Garage and Motor Supplies Totals		Invoice 3		\$964.16
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	01/27/2017	01/27/2017	732.76
Account 52240 - Fuel and Oil Totals		Invoice 1		\$732.76
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-#461 TRANS PAN AND GASKET	01/27/2017	01/27/2017	62.59
244 - Bloomington Ford, INC	17-#461 FUEL COOLER	01/27/2017	01/27/2017	126.75
4335 - Circle Distributing, INC	17-WARRANTY, PARTS AND CORE RETURNS	01/27/2017	01/27/2017	(167.40)
4335 - Circle Distributing, INC	17-WARRANTY, PARTS AND CORE RETURNS	01/27/2017	01/27/2017	(18.00)
4335 - Circle Distributing, INC	17-MISC PARTS	01/27/2017	01/27/2017	189.94
4335 - Circle Distributing, INC	17-MISC PARTS	01/27/2017	01/27/2017	105.01
4335 - Circle Distributing, INC	17-MISC PARTS	01/27/2017	01/27/2017	104.36
4335 - Circle Distributing, INC	17-MISC PARTS	01/27/2017	01/27/2017	111.12
4335 - Circle Distributing, INC	17-stock-MTC CX2409	01/27/2017	01/27/2017	27.52
4153 - Diesel Injection Service Co, INC (Turbo & Diesel)	17 - WASTEGATE,TURBO	01/27/2017	01/27/2017	203.61
13929 - Eckert's Tech Supply, INC	17-stock parts	01/27/2017	01/27/2017	153.66
455 - Industrial Service & Supply, INC	17 - FITTINGS	01/27/2017	01/27/2017	9.90
455 - Industrial Service & Supply, INC	17-#954 CLAMP	01/27/2017	01/27/2017	15.20
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	01/27/2017	01/27/2017	718.94
796 - Interstate Battery System of Bloomington, INC	17-	01/27/2017	01/27/2017	179.02
796 - Interstate Battery System of Bloomington, INC	17-RETURN (8160)	01/27/2017	01/27/2017	(119.00)
796 - Interstate Battery System of Bloomington, INC	17-#245 BATTERY	01/27/2017	01/27/2017	119.00
4439 - JX Enterprises, INC	17-#431 SENSORS	01/27/2017	01/27/2017	672.39
4439 - JX Enterprises, INC	17-954/956 FAN SWITCH AND BRAKE PEDAL	01/27/2017	01/27/2017	397.08
4439 - JX Enterprises, INC	17-#954 ACCEL PEDAL AND HARNESS	01/27/2017	01/27/2017	948.80
4439 - JX Enterprises, INC	17-#954 HORN BUTTON	01/27/2017	01/27/2017	48.24
4439 - JX Enterprises, INC	17-#431 SENSOR CORE CREDIT	01/27/2017	01/27/2017	(140.00)
394 - Kleindorfer Hardware & Variety	17 - #446 - PLUGS	01/27/2017	01/27/2017	21.52
2974 - MacAllister Machinery Co, INC	17-TEETH, RETAINERS AND PINS	01/27/2017	01/27/2017	281.80
2974 - MacAllister Machinery Co, INC	17-#602 FILTERS	01/27/2017	01/27/2017	220.70
2974 - MacAllister Machinery Co, INC	17 - OIL PAN AND GASKET	01/27/2017	01/27/2017	541.36
787 - Motor Service Corporation	17-MISC PARTS	01/27/2017	01/27/2017	31.18
787 - Motor Service Corporation	17-MISC PARTS	01/27/2017	01/27/2017	90.27



Board of Public Works Claim Register

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
787 - Motor Service Corporation	17-halogen sealed beam, 20/21/22 exact fit	01/27/2017	01/27/2017	47.84
19317 - Old Dominion Brush Company, INC	17-IGNITION SWITCHES	01/27/2017	01/27/2017	144.88
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-auto parts for December 2016	01/27/2017	01/27/2017	4,903.98
54351 - Sternberg, INC	17-#422 BATTERY CABLE END	01/27/2017	01/27/2017	16.20
54351 - Sternberg, INC	17 - #422 SWITCH	01/27/2017	01/27/2017	52.63
54351 - Sternberg, INC	17 - CAP, OIL	01/27/2017	01/27/2017	15.07
54351 - Sternberg, INC	17-#428 SEAT BELT BUCKLE	01/27/2017	01/27/2017	54.29
582 - Town & Country Chrysler, Jeep	17 - DOOR AND WINDOW SWITCH	01/27/2017	01/27/2017	79.08
950 - Tri-State Bearing Co, INC	17-#494 BEARINGS	01/27/2017	01/27/2017	210.30
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17 - TANK, AIR	01/27/2017	01/27/2017	190.34
54917 - Vans Electrical Systems, INC	17 - SWITCHES	01/27/2017	01/27/2017	126.78
2096 - West Side Tractor Sales Co.	17-#669 BLADE LIFT CYLINDER	01/27/2017	01/27/2017	2,404.59
2096 - West Side Tractor Sales Co.	17 - BLADE LIFT CYLINDER	01/27/2017	01/27/2017	2,543.16
Account 52320 - Motor Vehicle Repair Totals Invoice 41				\$15,724.70
Account 52420 - Other Supplies				
4160 - Roderick Armes (PEI)	17 - BLANK FUEL MASTER KEYS	01/27/2017	01/27/2017	292.50
51565 - EmJay Automotive Equipment, LLC	17-shop equipment-seal driver, single drum, master boom, 5 gal	01/27/2017	01/27/2017	6,794.84
177 - Indiana Oxygen Co	17-gases/welding supplies-oxygen & asset management fee	01/27/2017	01/27/2017	7.13
Account 52420 - Other Supplies Totals Invoice 3				\$7,094.47
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	17-hearing test-R. Hillenburg	01/27/2017	01/27/2017	20.00
Account 53130 - Medical Totals Invoice 1				\$20.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-December 2016	01/20/2017	01/27/2017	89.97
Account 53530 - Water and Sewer Totals Invoice 1				\$89.97
Account 53620 - Motor Repairs				
14069 - Carmichael Truck & Automotive Service, INC	17 - ALIGNMENT FOR UNIT 627	01/27/2017	01/27/2017	205.39
14069 - Carmichael Truck & Automotive Service, INC	17 - ALIGNMENT ON UNIT 427	01/27/2017	01/27/2017	205.39
4046 - Heritage-Crystal Clean, INC	17-PARTS CLEANER SERVICE	01/27/2017	01/27/2017	176.63
2096 - West Side Tractor Sales Co.	17 - #722 OUTSIDE LABOR TO REPAIR	01/27/2017	01/27/2017	95.60
Account 53620 - Motor Repairs Totals Invoice 4				\$683.01
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mats/towels-1/4/17	01/27/2017	01/27/2017	66.61
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-1/4/17	01/27/2017	01/27/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-mats/towels-12/28/16	01/27/2017	01/27/2017	67.39



Board of Public Works Claim Register

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-12/28/16	01/27/2017	01/27/2017	13.32
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice 4 \$160.64
Program 170000 - Main Totals				Invoice 58 \$25,469.71
Department 17 - Fleet Maintenance Totals				Invoice 58 \$25,469.71
Fund 802 - Fleet Maintenance Totals				Invoice 58 \$25,469.71
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/17/2017	01/17/2017	316.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/17/2017	01/17/2017	199.83
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/17/2017	01/17/2017	180.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/18/2017	01/18/2017	95.00
17785 - The Howard E Nyhart Co, Inc	12-City URM	01/18/2017	01/18/2017	61.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals				Invoice 5 \$851.83
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/17/2017	01/17/2017	76.57
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/17/2017	01/17/2017	27.31
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/17/2017	01/17/2017	25.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM	01/18/2017	01/18/2017	178.65
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals				Invoice 4 \$307.53
Program 120000 - Main Totals				Invoice 9 \$1,159.36
Department 12 - Human Resources Totals				Invoice 9 \$1,159.36
Fund 804 - Insurance Voluntary Trust Totals				Invoice 9 \$1,159.36
Fund 805 - Unemployment Comp Non-Reverting				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
204 - State Of Indiana	12 Unemployment	01/27/2017	01/27/2017	1,535.00
Account 53990 - Other Services and Charges Totals				Invoice 1 \$1,535.00
Program 120000 - Main Totals				Invoice 1 \$1,535.00
Department 12 - Human Resources Totals				Invoice 1 \$1,535.00
Fund 805 - Unemployment Comp Non-Reverting Totals				Invoice 1 \$1,535.00
				Invoice 218 \$268,096.62



*Special
Utility
Batch*

Board of Public Works Claim Register

Invoice Date Range 01/10/17 - 01/13/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
223 - Duke Energy	812R08178812-16	02-radio circuits-phone services 11/29-12/28/16- # 64819	Paid by Check		01/11/2017	01/11/2017	01/11/2017		01/13/2017	180.01
Account 53210 - Telephone Totals								Invoice Transactions 1		\$180.01
Program 020000 - Main Totals								Invoice Transactions 1		\$180.01
Department 02 - Public Works Totals								Invoice Transactions 1		\$180.01
Fund 101 - General Fund Totals								Invoice Transactions 1		\$180.01
Fund 401 - Non-Reverting Telecommunications										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190603836010317	28-Internet	Paid by Check # 64816		01/11/2017	01/11/2017	01/11/2017		01/13/2017	105.90
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$105.90
Program 256000 - Services Totals								Invoice Transactions 1		\$105.90
Department 25 - Telecommunications Totals								Invoice Transactions 1		\$105.90
Fund 401 - Non-Reverting Telecommunications Totals								Invoice Transactions 1		\$105.90
Fund 450 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	17thStLght-12/16	20-17th St Lighting-electric bill date	Paid by Check # 64818		01/11/2017	01/11/2017	01/11/2017		01/13/2017	132.86
223 - Duke Energy	Renwick-12/16	20-Renwick street lights-electric bill date	Paid by Check # 64820		01/11/2017	01/11/2017	01/11/2017		01/13/2017	103.44
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 2		\$236.30
Program 200000 - Main Totals								Invoice Transactions 2		\$236.30
Department 20 - Street Totals								Invoice Transactions 2		\$236.30
Fund 450 - Local Road and Street Totals								Invoice Transactions 2		\$236.30
Fund 800 - Risk Management										
Department 10 - Legal										
Program 100000 - Main										
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	134296	10 Hylant Policy BL01222201610 inv	Paid by EFT # 15633		01/10/2017	01/10/2017	01/10/2017		01/13/2017	13,710.40
Account 53410 - Liability / Casualty Premiums Totals								Invoice Transactions 1		\$13,710.40
Program 100000 - Main Totals								Invoice Transactions 1		\$13,710.40
Department 10 - Legal Totals								Invoice Transactions 1		\$13,710.40
Fund 800 - Risk Management Totals								Invoice Transactions 1		\$13,710.40
Grand Totals								Invoice Transactions 13		\$14,232.61



Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 01/17/17 - 01/27/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 257 - IU RR Woodlawn Escrow										
Account 10000 - Cash										
399 - American Structurepoint, INC	92435	06-Woodlawn RR Crossing Roadway	Paid by EFT # 21		01/17/2017	01/17/2017	01/27/2017		01/27/2017	(1,482.50)
Account 10000 - Cash Totals							Invoice Transactions 1			(\$1,482.50)
Department 13 - Planning										
Program 130000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
399 - American Structurepoint, INC	92435	06-Woodlawn RR Crossing Roadway	Paid by EFT # 21		01/17/2017	01/17/2017	01/27/2017		01/27/2017	1,482.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions 1			\$1,482.50
Program 130000 - Main Totals							Invoice Transactions 1			\$1,482.50
Department 13 - Planning Totals							Invoice Transactions 1			\$1,482.50
Fund 257 - IU RR Woodlawn Escrow Totals							Invoice Transactions 2			\$0.00
Grand Totals							Invoice Transactions 2			\$0.00

REGISTER OF SPECIAL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/27/2017	Bank Fees				
1/27/2017	Claims				268,096.62
1/13/2017	Sp Utility Cks				14,232.61
1/27/2017	Woodlawn Ave				1,482.50
	Month of				
					<u>283,811.73</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 283,811.73

Dated this 24th day of January year of 2017.

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____